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INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (“Agreement”) is between the County of Lake, a body corporate and politic (“County”), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

The parties want to promote and encourage the use of public transportation by improving the availability of Paratransit Service in Lake County to individuals with disabilities and seniors.

The parties established the Lake County Integrated and Coordinated Paratransit Project (“Ride Lake County” or “Project”) on May 1, 2022 to make it easier for individuals with disabilities and seniors to schedule and use dial-a-ride services in Lake County, improve their access to jobs and job-related activities, and provide them with greater mobility. All individuals with disabilities and seniors in every municipality and township in Lake County **have** access to Paratransit Service.

The County serves as the executive sponsor of the Project.

The County wants Pace to serve, and Pace wants to serve, as the Project coordinator responsible for entering into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services.

A portion of the funding for the Project may come from the Federal Transit Administration of the U.S. Department of Transportation through a grant under 49 U.S.C. § 5310 and administered by the Regional Transportation Authority (“RTA”). The County may pay a portion of its costs to be paid under this Agreement with the federal pass-through funds from that grant. The availability of those funds is conditioned upon the satisfaction of certain provisions set forth in the technical service agreements (“TSAs”) between the County and the RTA for the Project.

The parties want to enter into this Agreement to memorialize their respective rights and obligations in connection with the Project.

The parties agree as follows:

1. PROJECT DESCRIPTION.

Demand response curb-to-curb Paratransit Service will be provided for registered, Eligible Riders as described in exhibit A in the service area depicted in exhibit B. Demand response door-to-door Paratransit Service will be available upon a rider's request and with Pace's prior approval.

2. FUNDING.

a. The County Contribution to the Project will be limited to:

- i. Fifty (50%) percent of the annual PROJECT Operating Deficit, not to exceed a maximum amount of \$985,951.00 said amount also being the maximum Operating Cost the COUNTY shall pay; and
- ii. Twenty percent (20%) of the Mobility Management/Call Center Services operating costs not secured from the federal grant up to the budgeted total grant amount of \$14,049.00 dollars.

The COUNTY Contribution will be calculated on a year-to-date basis to ensure that the annual COUNTY Contribution does not exceed fifty percent (50%) of the Operating Deficit or the pro-rated year to date amount and is not depleted before the end of the term of this Agreement.

b. The Pace Contribution to the Project will be limited to:

- i. Fifty (50%) percent of the annual PROJECT Operating Deficit, not to exceed a maximum amount of \$726,117 dollars and a onetime additional subsidy of \$106,677 for a total of \$ 832,794; and
- ii. Eighty percent (80%) of the Mobility Management/Call Center Services operating costs secured from the federal grant up to the budgeted total grant amount of \$56,194 dollars.

The PACE Contribution to the PROJECT will be calculated on a year-to-date basis, to ensure that the annual PACE Contribution does not exceed fifty percent (50%) of the Operating Deficit or the pro-rated year to date amount and is not depleted before the end of the term of this Agreement.

c. Pace shall submit its invoices to the County for services rendered in accordance with the requirements of this Agreement. Each invoice will summarize the services delivered, will be submitted in a format mutually agreed to by the COUNTY and PACE, and will request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this Agreement will be subject to review by the COUNTY. Invoices billed by PACE for services to operate the Ride Lake County Project will be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the Mobility Management/Call Center Services contractor.

d. Upon receipt, review, and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to PACE the amounts invoiced. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without reasonable cause. The COUNTY will not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment must be made to PACE, within 30 days of receipt of billing. Payment must be sent to::

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

3. RESPONSIBILITIES.

- a. In accordance with section 2, the County will be responsible for reimbursing Pace for all costs that Pace incurs in fulfilling its obligations under this Agreement. Reimbursable costs include but are not limited to administrative, operating, and Mobility Management/Call Center Services costs and costs to manage the Project, subject to prior approval by the County.
- b. The County will be responsible for the development, implementation, and oversight of compliance with Administrative Policies and/or Procedures, which are subject to Pace's prior approval.
- c. The County will be responsible for executing and maintaining any agreements necessary to provide the transportation services as described in exhibit A to the service area depicted in exhibit B.
- d. The County will be responsible for developing service parameters for the Project, which are subject to Pace's prior approval. Those service parameters include but are not limited to service boundaries, rider eligibility, fare structure, days and hours of service, and resolution of issues related to Eligible Rider compliance with usage guidelines.
- e. The County will be responsible for developing service standards for the Project, which are subject to Pace's prior approval. Pace shall cooperate with the County to establish consistent service standards for the Project. Pace may make minor revisions to service standards upon prior written notification to, and concurrence by, the County.
- f. Pace shall enter into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services; the Carriers and contractor shall be contractors responsible to Pace.

Pace may limit the hours available for the scheduling of trip requests and dispatching of

vehicles in connection with the Project. Determination of the hours and days of service for Pace-funded services provided to satisfy federal and/or state ADA guidelines will not require the County's approval.

The parties acknowledge that mobility management/call center will handle calls for other entities in addition to the County.

- g. Pace will be responsible for preparing a monthly report indicating the cost of services provided by Pace's contractors in connection with the Project within the reporting month and for submitting that report, together with its invoice, to the County within 60 days following the end of each month of services.
- h. Within its approved budget, Pace will be responsible for maintaining appropriate contractor staffing levels to provide all necessary services relating to the Project.
- j. Pace will be responsible for ensuring that its contractor(s) providing dispatch service in connection with the Project are available during all hours in which a vehicle transporting an Eligible Rider is in service.
- k. Pace will be responsible for compiling data relating to the quantity, quality, and cost of the services provided by Pace's contractors in connection with the Project and for providing that data to the County within 45 days following the end of each month of services.
- l. Pace will be responsible for providing the County with access to the reports specified in exhibit C upon the County's request.
- m. Pace will be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle operated and that those Carriers meet the minimum requirements for the operation of passenger transportation as mandated by applicable local, state, and federal laws, statutes, ordinances, rules, and regulations. All operator and Carrier licenses as may be required by state or local governmental and/or regulating authorities must be maintained in good standing annually.
- n. Pace will be responsible for complying with the following provisions of the TSAs (Contract Numbers S5310-2015-11 and S5310-2015-10) as may be amended:
 - Article VI Accomplishment of the Project(s) – sections 6.1(b) and (d)
 - Article VII Pass-Through Funding Provisions
 - Article VIII Project Administration & Management – sections 8.1(a), (b), and (c)
 - Article IX Requisition, Payment Procedures, & Record Keeping – sections 9.2, 9.4, and 9.5
 - Article XII Procurement – section 12.1 (see also section 3(o) below)
 - Article XVI Independence of Recipient
 - Article XIX Recipient's Responsibility for Compliance

- Article XX Labor Law Compliance
- Article XXI Civil Rights
- Article XXII Environmental Compliance
- Article XXIII Drug Free Workplace
- Article XXIV Restrictions on Lobbying
- Article XXX Ownership of Documents/Title to Work – sections 30.2 and 30.3
- Article XXXII Privacy
- Exhibit C

o. Absent the RTA's pre-award approval of a Pace solicitation issued for the award of a contract that may be funded, in whole or in part, through this Agreement, Pace will be responsible for providing the RTA with a copy of that solicitation within three business days after its issuance or concurrent with notice to the County. Pace will be responsible for also providing the RTA with a copy of the executed contract resulting from that solicitation within three business days of contract execution.

p. Pace will not be responsible for any failure to provide the services required of it under this Agreement due to circumstances beyond its control but will make every reasonable effort to restore those services as soon as practicable.

q. The parties will be responsible for ensuring that no person will be denied the opportunity to participate or be subjected to discrimination in connection with the Project because of race, creed, color, age, sex, national origin, or the presence of any sensory, mental, or physical disability, or in any manner contrary to applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and 49C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

4. COMPLIANCE.

- a. The parties shall comply with all applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), as amended
- b. The parties shall obtain licenses, permits, and other approvals required for the Project.
- c. Any non-compliance by Pace with sections 4(a) or 4(b) will render this Agreement voidable at the sole discretion of the County.

5. INDEMNIFICATION.

Pace shall indemnify and defend the County, its directors, officers, elected officials, employees, and agents (collectively, "County Indemnitees") from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys' fees, which may accrue against one or more of the County Indemnitees arising out of the negligence of Pace, its directors, officers, agents, and/or employees in the

performance of this Agreement; provided, however, Pace's obligation to indemnify and defend under this section 5 will not extend to any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses caused by the negligence of one or more of the County Indemnitees. Further, Pace shall require its Carriers and contractors providing services for the Project to indemnify and defend the County Indemnitees and Pace, its directors, officers, employees, and agents (collectively, "Pace Indemnitees") from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys' fees, which may accrue against one or more of the County Indemnitees and/or the Pace Indemnitees arising out of the negligence of those Carriers and/or contractors.

6. TERM AND TERMINATION.

- a. This Agreement will be in effect beginning January 1, 2023 and will continue thereafter through December 31, 2023 unless earlier terminated by a party in accordance with this Agreement.
- b. Either party may terminate this Agreement upon 90 days' advance written notice to the other party.

7. MISCELLANEOUS.

- a. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
- b. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
- c. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.
- d. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.
- e. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
- f. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
- g. **Pace Board Authority.** This Agreement has been properly authorized by the Pace board of directors.

- h. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
- i. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- j. **Force Majeure.** A party will not hold the other party liable for damages or deem the other party to have breached this Agreement for failure or delay in performing any of its obligations under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act, pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.
- k. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Lake County, Illinois for any dispute arising out of or related to this Agreement.
- l. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
- m. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:
 - i. by personal delivery (deemed effective as of the date and time of delivery);
 - ii. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
 - iii. registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
 - iv. by facsimile with confirmation of transmission (deemed effective as of the date and

time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

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Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may from time to time specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attention: Melinda J. Metzger, Executive Director

If to County:

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048
Attention: Kevin J. Carrier, P.E., Assistant County Engineer

- n. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.
- o. **Electronic Signatures**. This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

8. DEFINITIONS.

As used in this Agreement:

“Administrative Policies and/or Procedures” means the policies and/or procedures for the day-to-day operations of the Project, including but not limited to dispatching, scheduling, reporting, and billing.

“Carrier” means a public or private entity providing passenger transportation on a regular and continuing basis in connection with the Project.

“County Contribution” means the County’s budgeted annual subsidy for the Project as specified in section 2(a).

“Eligible Rider” means any person who is determined to be eligible for the Paratransit Service provided in connection with the Project.

“Eligible Trip” means paratransit transportation taken by a registered, Eligible Rider to a destination that is approved by the County in connection with the Project.

“Mobility Management/Call Center Services” means the handling of calls in connection with the Project, including but not limited to service monitoring, trip reservations, trip scheduling, dispatching, facilitation of Carriers, rider registration, travel planning, service coordination, and/or providing travel information.

“Operating Cost” means the total Operating Deficit minus the Pace Contribution in connection with the Project.

“Operating Deficit” means the Operating Expense minus the applicable fare revenue and liquidated damages in connection with the Project.

“Operating Expense” means the total cost incurred by Pace to operate the Project but does not include the cost incurred by Pace to provide the Mobility Management/Call Center Services on behalf of the County.

“Pace Contribution” means Pace’s budgeted annual subsidy for the Project as set forth in section 2(b).

“Paratransit Service” means the provision of demand responsive transportation by a Carrier in connection with the Project.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE BLOCK ON FOLLOWING PAGE.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

COUNTY:

Signature of Authorized Signatory

Printed Name

Title

Date

PACE:

Signature of Authorized Signatory

Printed Name

Title

Date

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EXHIBIT A
PROJECT DESCRIPTION

SERVICE EXPANSION	Service expansion or service changes, including the timeline for implementing service parameters and/or geographic service area changes, may be made by the County with Pace's prior approval.
TYPE OF SERVICE	Demand response curb-to-curb Paratransit Service, including the supplementary use of taxicabs. Demand response door-to-door Paratransit Service will be available upon a rider's request and with Pace's prior approval.
SERVICE OPERATED BY	Pace shall contract with one or more carriers to provide the Paratransit Service.
TRIP RESERVATION METHOD	Call center reservation hours: Monday through Sunday 5:30 a.m. to 6:00 p.m. Reservations for eligible trips (<i>i.e.</i> , paratransit transportation taken by a registered, Eligible Rider to a destination that is approved by the County) may be made two to seven days in advance of the requested trip. Reservations for Monday trips can be made on Friday.
SUBSCRIPTION SERVICE	Subscription service, as defined by Pace, is allowable. The County may modify the percentage of subscription service.
SERVICE AREA	All of Lake County is within the service area depicted in exhibit B. Trips must originate and/or terminate in Lake County. A trip may originate outside of Lake County provided the municipality or township in which the trip originates is within the service area and the trip terminates in Lake County. A trip may terminate outside of Lake County, provided the municipality or township in which the trip terminates is within the service area and the trip originates in Lake County. Lake County municipalities and townships include City of Highland Park, City of Highwood, City of Lake Forest, City of North Chicago, City of Park City, City of Waukegan, City of Zion, Village of Antioch, Village of Bannockburn, Village of Barrington, Village of Barrington Hills, Village of Beach Park, Village of Buffalo Grove, Village of Deer Park, Village of Deerfield, Village of Fox Lake, Village of Fox River Grove, Village of Grayslake, Village of Green Oaks, Village of Gurnee, Village of Hainesville, Village of Hawthorn Woods, Village of Indian Creek, Village of Island Lake, Village of Kildeer, Village of Lake Barrington, Village of Lake Bluff, Village of Lake Villa, Village of Lake Zurich, Village of Lakemoor, Village of Libertyville, Village of Lincolnshire, Village of Lindenhurst, Village of Long Grove, Village of Mettawa, Village of Mundelein, Village of North Barrington, Village of Old Mill Creek, Village of Port Barrington, Village of Riverwoods, Village of Round Lake, Village of Round Lake Beach, Village of Round Lake Heights, Village of Round Lake Park, Village of Third Lake, Village of Tower Lakes, Village of Vernon Hills, Village of Volo, Village of Wadsworth, Village of Wauconda, Village of Wheeling, Village of Winthrop Harbor, Cuba Township, Ela Township, Antioch Township, Avon Township, Benton Township, Fremont Township, Grant Township, Lake Villa Township, Libertyville Township, Moraine Township, Newport Township, Shields Township, Vernon Township, Warren Township, Wauconda Township, Waukegan Township, West Deerfield Township, and Zion Township.

SERVICE HOURS	<p>Monday through Sunday 6:00 a.m. to 6:00 p.m.</p> <p>Service will not operate on the following holidays as observed by the County: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.</p> <p>NOTE: Service hours may be changed by the County with Pace's prior approval.</p>
ONE-WAY FARES	<p>A distance-tiered, one-way fare structure as follows:</p> <ul style="list-style-type: none"> • fare from 0 to 5.0 miles will be \$2.00; • fare from 5.01 to 10.0 miles will be \$4.00; and • fare from 10.01 miles or more will be \$6.00. <p>The mobility management/call center will inform riders of their fare at the time of trip reservation.</p> <p>Eligible fare-paying riders are allowed one personal care attendant (PCA) and up to two children aged seven and under at no additional charge. Companions are limited to vehicle capacity and must pay the full applicable fare.</p> <p>The fare structure may be changed by the County with Pace's prior approval.</p>
RIDER ELIGIBILITY	<p>The County will be responsible for determining rider eligibility guidelines.</p> <p>The County classifies Eligible Riders as individuals with disabilities and seniors (<i>i.e.</i>, individuals 60 years and older). Individuals with disabilities and seniors must provide their date of birth at the time of registration to be considered eligible for the Project. Individuals with disabilities must further provide their RTA reduced fare permit number, RTA Free Fare Permit Number or ADA Certification Number at the time of registration to be considered eligible for the Project.</p> <p>Riders are to be referred to the Lake County Division of Transportation at (847) 377-7400 for eligibility information.</p>
RIDER REGISTRATION	<p>Eligible Riders must register with the mobility management/call center prior to making a trip reservation.</p> <p>Pace will not be responsible for false information provided by riders or their representatives. Database on registered riders will be limited to information provided during the trip reservation process. Pace shall provide rider registration information to the County.</p>

EXHIBIT B
SERVICE AREA

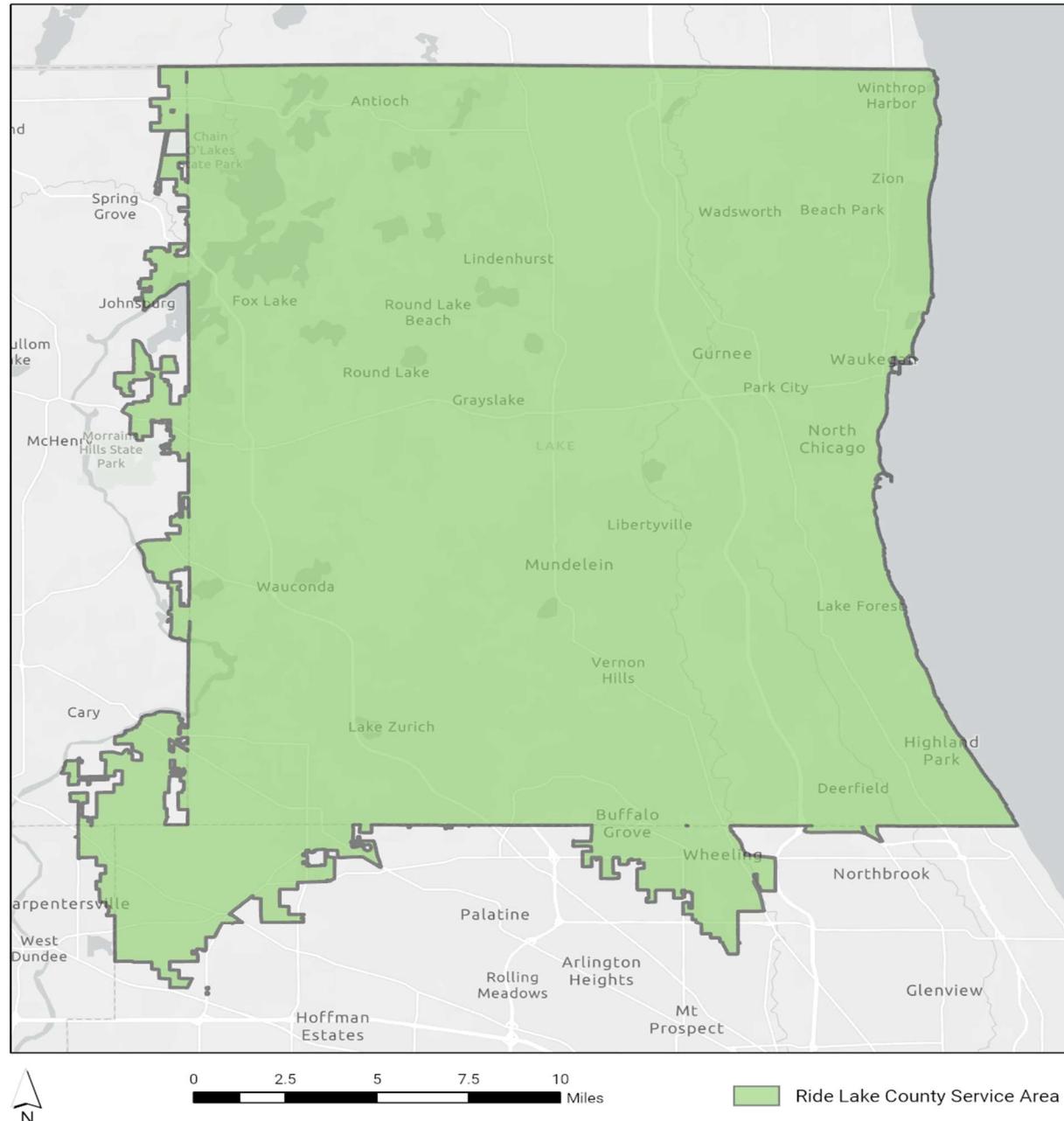


EXHIBIT C **REPORTS DESCRIPTION**

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.

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