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| **JACKSON COUNTY PERSONAL SERVICES CONTRACT**  This contract is between JACKSON COUNTY, a home rule political subdivision of the State of Oregon, hereinafter called “County”, and XXXXXXXX hereinafter called “Contractor”. The parties agree as follows:  **1. Contractor's information:**  Corporation  LLC  Individual  Partnership  Other: | | | | | | |
| NAME (tax filing): | | | |  | | |
|  | | | | | | |
| ADDRESS: | |  | | | | |
|  | | |  | | | |
| CITIZENSHIP: | | |  | | | |
|  | | | | | | |
| Non-resident alien  Yes  No | | | | | | |
|  | | | | |  | |
| Federal Tax ID Number: | | | | |  | |
|  | OR | | | | | |
| Social Security Number: | | | | | **--** | |
|  | | | | | | |
| (Contractor must provide Contractor's SSN or Federal TID number). | | | | | | |
|  | | | | | |  |
| Oregon Business License#: | | | | | |  |
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| This information herein will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted, (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding. | | | | | | |
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| **2. Description of Contractor’s Services and Delivery Schedule:**  **Exhibit A** Scope of Work | | | | | | |
| **3. Compensation by County:** Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of $XXXXXXX. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.  a. Interim payments shall be made to Contractor following County’s review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.  b. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County’s supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.  c. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to the supervising representative.  **4. Effective Date and Duration:** This Contract shall become effective on XXXXXX or the date this Contract is fully executed and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on XXXXXX, or when Contractor's completed performance has been accepted by County, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.  **5. Contract Documents:** This contract between the parties consists of this Personal Services Contract and Scope of Work (**Exhibit A)**which contain all the terms and conditions of the contract.  **6. Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.  **7. Independent Contractor; Responsibility for Taxes and**  **Withholding; Retirement System Status:**  a. Contractor shall perform the work required by this contract as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor’s performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.  b. The Contractor represents and warrants that Contractor (i) is not an employee of Jackson County, Oregon, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified on the foregoing **Certification Statement for Corporation or Independent Contractor. Contractor** is not an “officer”, “employee”, or “agent” of the County, as those terms are used in ORS 30.265.  c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, County *will not* withhold from such compensation or payments any amounts(s) to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.  **8. Subcontracts and Assignment:** Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without County’s prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of County. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.  **9. Successors and Assigns:** Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of County given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor’s responsibility for any goods and services to be provided by any subcontractor.  **10. No Third Party Beneficiaries:** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.  **11. Funds Available and Authorized:** County has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the County’s fiscal year budget. Contractor understands and agrees that County’s payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on County appropriations, or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the County has insufficient appropriations, limitations or other expenditure authority, County may terminate this contract without penalty or liability to the County, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.  **12. Termination:**  a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.  b. County's Convenience. This contract may be terminated at any time by County upon 30 days’ notice in writing and delivered by certified mail or in person.  c. For Cause. County may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:  i. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;  ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or  iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.  d. For Default or Breach.  i. Either County or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.  ii. Time is of the essence for Contractor’s performance of each and every obligation and duty under this contract. County, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.  iii. The rights and remedies of County provided in this subsection d are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.  e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section 6 Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.  **13. Records Maintenance; Access; Ownership of Work Product; License:**  a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor’s performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.  b. Ownership of Work Product; License. All work products of the Contractor that result from this contract (“the work products”) are the exclusive property of the County. Contractor shall not publish, republish, display or otherwise use any work or work product resulting from this contract without the prior written agreement and consent of County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the County or produced by the Contractor under this contract.  **14. Compliance with Applicable Law:** Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements is a default for which the County may terminate this contract and seek damages and other relief available under the terms of this contract or under applicable law. Without limiting the generality of the foregoing, County’s performance under the Contract is conditioned upon, and Contractor expressly agrees to comply with the following requirements:  a. Contractor shall: make payments promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for in this contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this contract; not permit any lien or claim to be filed or prosecuted against the County on account of labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220);  b. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. Contractor and all employers working under this contract are “subject employers” that must comply with ORS 656.017, unless exempt under ORS 656.126. (ORS 279B.230);  c. Contractor shall pay Contractor’s employees who work under this contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime (ORS 279B.235(3));  d. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer, employee or agent of the County in connection with this contract in violation of ORS Chapter 244 or County's personnel rules;  e. Contractor shall continue to comply with the tax laws of Oregon or a political subdivision of Oregon during the term of this contract, and failure to comply with the tax laws of Oregon or a political subdivision of Oregon before Contractor executed this contract or during the term of this contract is a default for which County may terminate this contract and seek damages and other relief available under the terms of this contract or under applicable law (SB 675 (2015));  f. Contractor shall comply with the prohibition set forth in ORS 652.220, and Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits or other compensation with another employee or another person (ORS 279B.235(1)); and  g. Contractor shall comply with the following, as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A, as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.  **15. Foreign Contractor:** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.  **16. Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction’s conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, “the claim”) between the County (and/or any other County or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by County of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.  **17. Indemnity; Insurance:**  a. Indemnity. Contractor shall defend, save, hold harmless, and indemnify Jackson County, Oregon, and its elected officials, officers, volunteers, agents and employees, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.  b. Insurance. Prior to performing any work under this contract, Contractor, at Contractor’s expense, shall obtain the insurance coverages specified below and maintain the insurance in full force throughout the duration of this contract. All insurance coverage shall be provided by insurers authorized to do business in Oregon and having an A.M. Best rating of no less than A:VII:  i **Worker’s Compensation** **Insurance** in compliance with ORS 656.017 and Employer’s Liability Insurance with limits of not less than $1,000,000 per accident for bodily injury or disease.  ii **Professional Liability Insurance** in an amount of not less than $1,000,000 combined single limit per occurrence $2,000,000 general annual aggregate for error, omission, or any negligent acts related to the services to be provided under this contract. Coverage shall be sufficiently broad to respond to respond to all of the duties and obligations undertaken by Contractor in this contract.  iii **General Liability** **Insurance** at least as broad as ISO form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” form in an amount of not less than $2,000,000 per occurrence/$4,000,000 annual aggregate for the protection of County and its elected officials, officers, agents, employees, and volunteers. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.  iv **Automobile Liability** **Insurance** in a form at least as broad as ISO form CA 00 01 covering all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall be not less than $1,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”).  v. **Notice of cancellation or change**. Each insurance policy required herein shall not be canceled, except with not less than 30 days written notice to County.  vi. **Additional Insured**. The General Liability Insurance and  Commercial Automobile Liability Insurance must include Jackson County and its elected officials, officers, employees, agents, and volunteers as Additional Insureds but only with respect to the Contractor’s activities to be performed under this contract.  vii. **Primary Coverage**. For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage as least as broad as ISO form CG 20 01 04 13 as respects the County and its elected officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County shall be excess of Contractor’s insurance and shall not contribute with it.  viii. **Waiver of Subrogation**. Contractor hereby grants County a waiver of any right to subrogation which any insurer of Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.  ix. **“Tail” Coverage**. If any of the required insurance policies is on a “claims made” basis, such as Professional Liability Insurance, the Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of: (i) Contractor’s completion and County’s acceptance of all services required under this contract; or (ii) the expiration of all warranty periods provided under this contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.  x. **Verification of Coverage**. Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this contract) and a copy of the Declarations and Endorsement Page of the General Liability policy listing all policy endorsements to County before the effective date of this contract. County reserves the right to require complete, certified copies of all insurance policies, including the endorsements required by these specifications, at any time.  xi. **Failure to Maintain Required Insurance**. If at any time Contractor fails maintain the insurance coverages required under this section 17, the County may, at its option, (i) terminate this contract upon written notice to Contractor, or (ii) secure the required insurance at the Contractor’s sole cost and expense.  **18. Time is of the Essence:** Contractor agrees that time is of the essence in completing the work.  **19. Force Majeure:** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County’s or Contractor’s reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.  **20. Severability:** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.  **21. Survival:** The terms, conditions, representations and all warranties contained in this Contract shall survive the termination or expiration of this Contract.  **22. Waiver:** The failure of County to enforce any provision of this contract shall not constitute a waiver by County of that or any other provision.  **23. Execution and Counterparts:** This contract may be exercised in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.  **24. Prior Approval Required:** Approval by the Jackson County Board of Commissioners or the County Administrator is required before any work may begin under this contract.  **25. Notice:** Notices required by this contract must be given in writing by personal delivery or mail, at the addresses given by the parties on the first page of this contract, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.  **26. Merger Clause:** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.  **CERTIFICATIONS/REPRESENTATIONS:**  Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it); and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to County that (a) it has the power and authority to enter into and perform the work; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (c) the work under the Contract shall be performed in accordance with the highest professional standards; (d) Contractor is qualified, professionally competent and duly licensed to perform the work; (e) Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; and (f) Contractor is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon, or Contractor is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:  (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.  (2) Commercial advertising or business cards or a trade association membership are purchased for the business.  (3) Telephone listing is used for the business separate from the personal residence listing.  (4) Labor or services are performed only pursuant to written contracts.  (5) Labor or services are performed for two or more different persons within a period of one year.  (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor Certification (Date)  **IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:**  **CONTRACTOR**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor (Date)  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **JACKSON COUNTY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Danny Jordan, Jackson County Administrator (Date)  10 S Oakdale Rm 214, Medford OR 97501 | | | | | | |

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| **Exhibit A** **SCOPE OF WORK**  **Description of Contractor's Services and Delivery Schedule:**  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |