

AGREEMENT FOR SHARED EMERGENCY MANAGEMENT INFORMATION BROADCAST SERVICES

This *Agreement for Shared Emergency Management Information Broadcast Services* ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "City", and Community Broadband Radio Association, Inc., a Florida not-for-profit corporation, herein referred to as "WKDW".

RECITALS

WHEREAS, the City has the responsibility of disseminating important public safety information to its citizens, particularly during an event of great public impact; and

WHEREAS, the City is vulnerable to a variety of natural and manmade threats and hazards that require the dissemination of public safety messaging throughout the North Port Community as quickly and accurately as possible; and

WHEREAS, access to public safety and emergency broadcast information is better ensured through redundancy in the means of dissemination of this information; and

WHEREAS, WKDW is a Federal Communications Commission ("FCC") licensed FM radio station operating at an assigned frequency of 97.5 MHz, and WKDW desires to utilize its radio station for a cooperative, public service venture of the type envisioned by this Agreement; and

WHEREAS, the City desire to utilize WKDW's FM radio station to broadcast messaging to the North Port Community when appropriate during an event of great public impact.

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The recitals set forth above are true and correct and form a material part of the agreement upon which the parties have relied.

2. TERM AND TERMINATION

A. Term. Commencing on the date the last party ratifies and approves this Agreement ("Effective Date"), the term of this Agreement will be five (5) years ("Initial Term"). After the Initial Term, unless otherwise terminated, this Agreement will automatically renew for additional one-year terms as of the anniversary of the Effective Date, for a maximum of three (3) successive renewal terms (each a "Renewal Term"). In no event will this Agreement extend for more than eight (8) years, including the Initial Term and all Renewal Terms.

B. Termination by City.

1) With or Without Cause. Except as otherwise provided herein, the Landlord may terminate this Agreement at any time, with or without cause and without penalty or premium, upon ninety

(90) days written notice from the City Manager or designee to WKDW.

- 2) Broadcast Method. WKDW must notify the City in writing at least 30 days prior to changing the broadcast method or content format of WKDW's station. The City may immediately terminate this Agreement upon the change in broadcast method by providing WKDW with written notice from the City Manager or designee.
- C. Termination by WKDW. Except as otherwise provided herein, WKDW may terminate this Agreement at any time, with or without cause and without penalty or premium, upon ninety (90) days written notice to the City.

3. ACTIVATION AND DURATION

- A. The occurrence of any of the events identified in this section will cause the activation of the responsibilities specified in Sections 4 and 5 of this Agreement (an "activation event"). The activation of responsibilities will continue throughout the duration of an identified event or as otherwise requested by the City Manager or designee in writing.
- 1) Activation of the North Port Emergency Operations Center ("EOC") to Level 2 – Partial Activation;
 - 2) Activation of the North Port EOC to Level 1 – Full Activation;
 - 3) A declared local, state, or federal emergency or disaster affecting any area located within the City of North Port's geographic boundaries; or
 - 4) Any event impacting any area located within the City of North Port's geographic boundaries that requires the immediate dissemination of life safety messaging.
- B. During an activation event, the parties shall abide by the City's Standard Operating Procedure – External Radio Partners Reporting from a City Facility During and Emergency, as amended, the current version of which is attached as Exhibit "A" and incorporated into this Agreement.

4. CITY'S RESPONSIBILITIES

During and prior to an activation event, the City shall ensure the following:

- A. The City shall notify WKDW of the City's need to utilize WKDW's radio broadcast services as soon as reasonably possible upon the occurrence of an activation event. Notice may be made telephonically to accommodate urgent circumstances and immediate broadcast access rights.
- B. The City shall provide WKDW with reasonable access to the City's regular media briefings, press releases, management for interviews, and live or recorded audio or video feeds containing vital information regarding the safety, health, and welfare of the North Port Community.
- C. The City is solely responsible for the transmission and delivery of its information for radio broadcast to the WKDW radio broadcast studio facilities.

- D. The City shall notify WKDW as soon as reasonably possible upon the termination or modification of an activation event and when WKDW may discontinue its responsibilities identified in Section 5 below.
- E. Upon the request of WKDW, the City may provide WKDW with a safe and secure work location within City Hall or other City-owned facility to allow one WKDW employee to be physically present and available to immediately collect and broadcast information related to the activation event.
- F. The City shall communicate its use and the availability of WKDW and WKDW's assigned 97.5 MHz broadcast frequency as an additional, official source of emergency information for the North Port Community during an activation event on the City's web site, social media platforms, and through other means as agreed to by the parties.

5. WKDW RESPONSIBILITIES

Upon receipt of notice from the City of an activation event, WKDW shall ensure the following:

- A. WKDW shall provide the City with unrestricted access, twenty-four hours a day, 365 days a year, to utilize WKDW's radio broadcast equipment for the transmission and broadcast of City information to the North Port Community.
- B. WKDW shall immediately broadcast all City-provided information related to an event of great public impact on 97.5 FM and share the same information on the WKDW social media platforms.
- C. WKDW shall coordinate with the City for unified messaging that is consistent with official media releases and platforms of the City.
- D. WKDW shall be self-sufficient when broadcasting from City Hall or other City-owned facility, including providing no less than 72-hours' worth of food, clothing, toiletries, and water for any WKDW employee physically present at the location.
- E. WKDW shall ensure that any WKDW employee working from City Hall or other City-owned facility remains physically present in the work area designated by the City for their use. No WKDW employee shall interfere with City operations or remain in an area if requested to relocate.
- F. WKDW shall ensure that no broadcast contains or includes any operational information, live audio or video feed, recorded audio, video, or pictures captured inside City Hall or other City-owned facility, without receiving the prior permission or direct instructions to broadcast the information from the City's City Manager, Emergency Manager, Public Information Officer, or designee.
- G. WKDW shall communicate to its audience its partnership with the City as an official source of emergency information for the North Port Community during an activation event on the WKDW web site, social media platforms, and other means as agreed to by the parties.
- H. WKDW shall ensure that any promotional messages and materials provided in furtherance of this Agreement are reviewed and approved by the City's Communications Manager prior to use. All promotional message and materials must comply with the City's brand guidelines.

6. ADVERTISEMENT INTERRUPTION

The City shall pay no compensation or fee to WKDW or any other person or entity if the City’s radio broadcast during an activation event results in the interruption of a WKDW broadcast or paid advertisement.

7. NOTICES

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For the City of North Port:
City of North Port, Florida
Attn: Communications Manager
4970 City Hall Boulevard
North Port, FL 34286
Tel: 941-429-7165

with a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, FL 34286

For Community Broadband Radio Association, Inc.:
WKDW - FM 97.5
Attn: Station Manager
12737 Tamiami Trail S.
North Port, FL 34286
Tel.:941-564-8739

Each party reserves the right to designate another person to be the point of contact without formal amendment to this Agreement by written notice sent via U.S. Mail or e-mail notice to the other ten (10) days prior to the desired date of substitution. If electronic notice is used, a record of confirmation of receipt of such transmission must be maintained. Notice to a party will be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail. A copy of such notice must be attached as an exhibit to each party’s copy of this Agreement within three (3) days after the effective date of the change.

8. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, WKDW ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF WKDW, OR WKDW’S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY WKDW IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD

PARTIES.

- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT WKDW MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY WKDW IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON WKDW'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- F. FURTHER, WKDW SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

9. INSURANCE REQUIREMENTS

WKDW and the City are each responsible for maintaining its own insurance coverage for potential claims for damages by third parties arising from the activities undertaken pursuant to this Agreement.

10. FORCE MAJEURE

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 - 1) A strike or work stoppage, unless caused by a negligent act or omission of any Party;
 - 2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - 3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - 4) A declared emergency of the federal, state, or local government; or

- 5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- 6) The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - 7) The excuse of performance is no greater in scope or duration than required by the event of force majeure;
 - 8) No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
 - 9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

11. PUBLIC RECORDS LAW

In accordance with Florida Statutes, Section 119.0701, WKDW shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
 - 1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers,

letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. WKDW's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and, if WKDW does not transfer the records to the City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in WKDW's possession or keep and maintain public records required by the City to perform the service. If WKDW transfers all public records to the City upon completion of the Agreement, WKDW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WKDW keeps and maintains public records upon the completion of the Agreement, WKDW shall meet all applicable requirements for retaining public records.
- E. IF WKDW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WKDW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.

12. INDEPENDENT CONTRACTOR

- A. The relationship between WKDW and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. WKDW retains sole and absolute discretion and judgment in the manner and means of carrying out its radio broadcasting, within the established rules and regulations of the City.
- B. WKDW is not entitled to any salary or benefits in its performance of or in furtherance of this Agreement. WKDW must provide, at its sole expense, all supplies and materials needed for its

radio broadcast that are not otherwise provided by the City.

13. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.
- I. Assignment. WKDW shall not assign this Agreement or any right or responsibility herein without the prior written consent of the City.

- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. WKDW shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

(This space left intentionally blank; signature pages follow)

COMMUNITY BROADBAND RADIO ASSOCIATION, INC.

By: [Signature]
Robert Mallory
Director

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sanjose

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of August ~~2021~~ 2024 by Robert Mallory (name), as Director (title) for Community Broadband Radio Assoc (entity).

[Signature]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2024.

CITY OF NORTH PORT, FLORIDA

By: _____
A. Jerome Fletcher, II, ICMA-CM, MPA
City Manager

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton, B.C.S.
City Attorney



Standard Operating Procedure

Subject: External Radio Partners Reporting from a City Facility During an Emergency

Approval Date: July 23, 2024
Next Review Due: Oct. 1, 2025

A. Purpose / Objectives:

This document provides the procedure for external radio partners broadcasting emergency information from City Hall or other city facility to include:

1. Notification,
2. Check-in/out procedures,
3. Sheltering,
4. Roles and responsibilities, and
5. Conduct in City facilities.

B. Scope

This SOP is to be utilized for all-hazards in which external radio partners, who have entered into a legal agreement with the City of North Port, will be broadcasting from a City of North Port facility during an emergency. Not all hazards warrant the activation of this agreement, and activation of the contract and SOP will be done on a case-by-case basis as determined by the City. Not all hazards will require sheltering at a City facility. For these hazards, the sheltering section can be disregarded.

C. Background

The City of North Port is vulnerable to a number of natural and manmade disasters which will require emergency communications to city residents. The City has a partnership with FM 97.5 WKDW as the emergency radio broadcasting partner for City information. As such, at the determination of the City, a representative from WKDW will be granted access to City Hall, and potentially other city facilities during a disaster to allow ease of sharing developing emergency information accurately and efficiently.

D. Assumptions

1. The City has warranted that the disaster requires activation of this SOP
2. WKDW retains an active emergency broadcasting contract with the City of North Port
3. The city facility has power.
4. WKDW has the resources to broadcast from the city facility.
5. WKDW representative is properly trained and vetted for disseminating emergency communications.
6. Due to limitations, only a single representative of WKDW can be allowed within a city facility to broadcast

E. Procedure

1. Notification:
 - a. The City Communications Division will notify the WKDW Station Manager that they are welcome at a specific city facility to communicate emergency information.

- b. City Communications will inform WKDW if sheltering at a City facility will be required based on the type and scale of the event (see number 3 Sheltering for additional information).
- c. City Communications will inform WKDW of the time and date to report to the City facility to set up operations.
2. Check-In/Out:
 - a. Upon arrival at the City facility, the representative from WKDW will check-in with security and receive a badge identifying them as media.
 - b. A representative from the communications team will escort the WKDW representative to their assigned working area.
 - c. The WKDW representative will not be allowed to leave the facility if the building is in lock down procedures. Should the WKDW representative need to leave, they will need to check out with City Communications and return their badge to security.
3. Sheltering
 - a. Should the emergency require sheltering at a City facility due to unsafe conditions (i.e. hurricane), WKDW will bring supplies to remain self-sufficient for 72 hours (food, water, medications, bedding, hygiene products, and comfort items).
 - b. City Communications will show WKDW to their assigned sleeping area and allow them to drop off their personal belongings.
4. Roles and Responsibilities:
 - a. WKDW will fulfill the role as the official emergency radio broadcast partner for the City of North Port and report directly to the Public Information Officer.
 - b. WKDW will attend assigned media briefings to maintain situational awareness of the event and receive information from City officials that may be released to the public.
 - c. City Communications and WKDW will abide by all responsibilities as outlined in the CITY OF NORTH PORT AGREEMENT FOR SHARED EMERGENCY MANAGEMENT INFORMATION BROADCAST SERVICES (the Agreement).
5. Conduct in City Facilities:
 - a. WKDW will respect City workers, the City facility, and maintain a tidy work and sleeping area.
 - b. WKDW will refrain from entering protected spaces, such as the Emergency Operations Center, call center, and Joint Information Center unless escorted by the Public Information Officer. Access to the EOC will require permission from the Emergency Manager in addition to the PIO.
 - c. Under no circumstances will WKDW be granted access to the sleeping quarters of other workers.
 - d. City Communications will assist WKDW with any resource requests associated with WKDW's ability to fulfill their roles per the Agreement.
 - e. WKDW will follow all guidelines outlined in the Agreement.

F. Review Frequency

This procedure will be reviewed annually by the Communications Manager, or designee, unless indicated by lessons learned or updated practices.

Approval

This standard operating procedure has been approved and is in effect as of:

Name/Title:		Signature:	
Jason Bartolone / Comms Mgr			