

**BY-LAWS AND RULES OF PROCEDURE
OF
Northeast Michigan Fiber Consortium (NEMiFC)**

PREAMBLE

This consortium shall be organized as a local consortium and shall operate as a voluntary unincorporated association.

ARTICLE I: Name

The name of the Consortium is the Northeast Michigan Fiber Consortium (NEMiFC). The Consortium is a non-profit association of organizations consisting of non-profit entities, medical affiliates, and state and federal organizations.

ARTICLE II: Purpose

The NEMiFC was established to create a foundation for inter-organizational communications for the community of Alpena and partners nationwide. The NEMiFC's goal is to facilitate a communication network to promote the development of inter-governmental, educational, medical and research opportunities' which will provide a conduit to support community goals guided by the mission of all participating members.

ARTICLE III: Membership and Voting Board Members

Section 1: **Membership.** The consortium is organized on a membership basis.

These membership organizations shall be:

- A. Public and Private non-profit organizations located in the state of Michigan.
- B. Governmental and non-profit organizations comprised of K-12 school districts, non-profit healthcare providers, libraries, churches, governmental institutions, and other non-profit entities located in the state of Michigan.
- C. Affiliate member organizations comprised of non-profit colleges, universities, K-12 school districts, non-profit healthcare providers, libraries, churches, governmental institutions, and other non-profit entities located outside the state of Michigan.

Section 2: **Application for Membership.** Any non-profit entity interested in applying for membership to the consortium shall submit in writing a request for membership to a Governing Board member of the NEMiFC. The NEMiFC Governing Board is empowered to approve membership requests and assign the requesting member to a board representative.

New Members: New members may be added to the consortium on the following conditions:

- A. Board Recommendation.** The NEMiFC Governing Board may recommend or approve an organization after reviewing the organization's qualifications, assessing the impact on the consortium network, and reviewing the impact on existing consortium members and agreements.
- B. Costs.** New members of the NEMiFC shall pay any additional costs to NEMiFC caused by the addition of the new member. Any construction or assets provided to the NEMiFC shared network will be constructed in accordance with all local ordinances or construction codes.
- C. Agreement.** Each member of the NEMiFC shall sign a copy of this Membership Agreement to Northeast Michigan Fiber Consortium indicating acceptance of and adherence to all of the terms and conditions of same.

Section 3: **Termination of Membership.** The NEMiFC Governing Board, by affirmative vote of two-thirds of all of the Governing Board Members, may suspend or expel a membership organization for violation of the consortium agreement or bylaws after an appropriate hearing, or expel any membership organizations who shall be in default in the payment of dues for the periods so defined within the Membership Agreement to Northeast Michigan Fiber Consortium.

Section 4: **Resignation.** Any membership organization may resign by notification to the NEMiFC Governing Board. Refer to Article VI of the Articles of Association of Northeast Michigan Fiber Consortium.

Section 5: **Transfer of Membership.** Membership in the NEMiFC is not transferable or assignable.

Section 6: **Membership Organization Classes.** Membership organization shall be comprised of these classes. The designation of said classes shall be as follows:

- A. General Membership Organization –
 - a. Eligible to Nominate representative for Governing Board Representation.
 - b. Vote at annual or other association special meetings.
- B. Permanent Membership Organization
 - a. Are granted a permanent Governing Board representation because NEMiFC agreed the organization brought substantial resources to the consortium.
- C. Said Affiliate- Said members will be granted participatory rights, but shall not have any voting rights and no Governing Board representation.

Section 7: Governing Board Member Classes. Governing Board Member comprised of these classes. The designation of said classes shall be as follows:

- A. Governing Board Member Permanent Membership - Are granted a permanent Governing Board representation because NEMiFC agreed the organization brought substantial resources to the consortium.
- B. Governing Board Member At Large – Shall be elected or appointed the first Wednesday in June. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each elected Governing Board Member shall hold office for two years or until his or her successor has been duly elected and qualifies.

A. Governing Board **Voting Member**-shall be those representatives whose major responsibilities include the development and/or management of their organization network and communication services. This class shall be limited to a member of the Northeast Michigan Fiber Consortium.

B. Governing Board **Alternate Members**- shall be designated individuals having similar responsibilities as Voting Members with the same organization. They can also attend all meetings, but can only vote on issues in the absence of the designated Voting Member.

C. **General Members**- shall be individuals from member organizations who are assigned to a voting representative on the NEMiFC Governing Board. Each member organization has a designated Governing Board member on record representing their respective organization before the NEMiFC board. Member organizations can propose, voice concerns, and channel information to the NEMiFC Governing Board.

D. **Said Affiliate**- Said affiliates will be granted participatory rights, but shall not have any voting rights.

ARTICLE IV: Approved Vendors

Section 1: NEMiFC Vendors. NEMiFC Vendors can be individuals, businesses, corporations, or associations, including without limitation, telecommunication companies, carriers, or vendors of telecommunications equipment or services or other services who apply and are accepted as NEMiFC vendors. NEMiFC vendors are invited to attend certain activities, but, have no voting or participatory rights. The NEMiFC Governing Board is empowered to approve vendor requests and assign the requesting vendor as an approved NEMiFC vendor.

ARTICLE V: Governing Board Meetings & Association Meetings

Section 1: Governing Board **Regular Meetings**. Regular meetings for the members of NEMiFC shall be held once a month, one of which may be designated as the annual meeting, or as otherwise specified by the Chairperson. Notification to members of meeting times and locations will be made by the Vice-Chairperson or the Board Secretary five calendar days prior to the meeting.

Section 2: Governing Board **Special Meetings**. Special meetings of the NEMiFC Governing Board may be called by the chairperson or upon written request of a majority of the members. Five days advance notice of the meeting shall be given by email, to the membership. Such notice shall include the agenda for the special meeting. Only matters recited on the agenda shall be considered at the special meeting.

Section 3: Governing Board **Quorum**. A majority of the NEMiFC Governing Board members shall constitute a quorum (a legal vote shall be by a majority of the quorum for conducting any business at that meeting).

Section 4: Association **Annual Meetings**. Annual meetings for the membership organization of NEMiFC may be held once a year based on need or request of any membership organization. Notification to members of meeting times and locations will be made by the Vice-Chairperson or the Board Secretary five calendar days prior to the meeting.

Section 5: Association **Special Meetings**. Special meetings of the NEMiFC Governing Board may be called by the chairperson or upon written request of a majority of the membership organizations. Five days advance notice of the meeting shall be given by email, to the membership. Such notice shall include the agenda for the special meeting. Only matters recited on the agenda shall be considered at the special meeting.

Section 6: Association **Quorum**. A majority of the NEMiFC membership shall constitute a quorum (a legal vote shall be by a majority of the quorum for conducting any business at that meeting).

ARTICLE VI: Governing Board Officers

Section 1: Governing **Officers**. The officers of the NEMiFC shall be a Chairperson, Vice Chairperson, and a Board Treasurer, and such other officers as may be elected or appointed in accordance with the provisions of this Article. The NEMiFC Governing Board may elect or appoint such other officers, including one or more assistant

secretaries and one or more assistant treasurers, as it shall deem desirable and such officers shall have the authority to perform the duties prescribed by the NEMiFC Governing Board.

Section 2: Term of Office. Each officer shall hold office for two years or until his or her successor has been duly elected and qualifies. The officers of the NEMiFC shall be elected or appointed annually as the case may be at the regular annual meeting held on the first Wednesday in June. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient.

Section 3: Removal. Any officer appointed by the NEMiFC Governing Board may be removed whenever in its judgment the best interests of the NEMiFC would be served. The officer can only be removed by a 5/8 majority vote of the NEMiFC Governing Board.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, or otherwise, may be filled by the NEMiFC Governing Board for the unexpired portion of the term as designated by the Executive Committee.

Section 5: Powers and Duties. Officers shall have such power and shall perform such duties as may from time to time be specified in resolutions or other directives of the NEMiFC.

A. The Chairperson. The Chairperson shall be the executive officer and will have general and active management of the activities of NEMiFC consortium. Chairperson shall preside over all NEMiFC consortium meetings. The Chairperson will approve the membership of all standing subcommittees and temporary ad hoc committees.

B. The Vice-Chairperson. The Vice-Chairperson shall preside at meetings if the Chairperson is unable to attend, and perform such other duties as assigned.

C. The Treasurer/Secretary. The Treasurer shall oversee the financial activities of the NEMiFC. The Treasurer shall collect, hold, and disburse NEMiFC's funds under the direction of the Chairperson. The Treasurer shall give an accounting of all receipts and disbursements at each meeting.

D. The Ex-Officio. The Ex-Officio is the Outgoing Chairperson and shall be responsible for the transition of responsibilities between NEMiFC Governing Board and newly appointed Chairperson. This is a nonvoting position.

E. The Executive Secretary. The Executive Secretary shall be responsible for recording the minutes of all meetings and sending out copies to all member institutions. This is a nonvoting position. The Executive Secretary is an appointed position by the Executive Committee.

F. The Executive Committee. The Executive Committee shall consist of the Chairperson, Vice-chairperson and Treasurer. The Executive Committee shall have the authority to disburse NEMiFC funds up to \$5,000.00.

ARTICLE VII: Dues and Fees

Section 1: **Membership Fees.** The Treasurer shall collect a membership fee from all organizations according to the bylaws.

- A. Membership Fee: Each member of the NEMiFC shall be assessed an annual fee as determined by the Governing Board.
- B. Initial Membership Fee: A contribution of Five Hundred Dollars (\$500.00) will be made by each member for a single connection point to the NEMiFC network.
- C. Annual Contributions: Each member shall make an annual contribution in an amount established by a vote of at least 2/3 of the Governing Board the year prior to the next fiscal year. All members will be notified in writing with any changes in annual contribution along with any addendum membership agreement to Northeast Michigan Fiber Consortium.
- D. Payment: Contributions shall be due in full on each July 15 for each year which the contribution is made.

ARTICLE VIII: Indemnification

Section 1: **Indemnification.** The NEMiFC will, to the fullest extent now or hereafter permitted by law, indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, by reason of the fact that the person is or was a director, officer, employee, non-director volunteer, or agent of the Consortium, is or was serving at the request of the Consortium as a director, officer, partner, trustee, employee, non-director volunteer, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise whether for profit or not-for-profit, against expenses including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Consortium or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that conduct was unlawful.

Section 2: **Rights to Continue.** This indemnification will continue as to a person who has ceased to be a director or officer of the Consortium. Indemnification may continue as to a person who has ceased to be a non-director volunteer, employee or agent of the Consortium to the extent provided in a resolution of the NEMiFC Governing Board or in any contract between the Consortium and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a director, officer, non-director volunteer, employee or agent of the Consortium will inure to the benefit of the heirs and personal representatives of that person.

ARTICLE IX: Amendments

These bylaws may be changed, or amended, at any NEMiFC business meeting by at least a two-thirds majority of the Voting members present. The proposed changes and/or amendments shall be mailed to each member at least thirty (30) days prior to the meeting where the voting is scheduled to take place.

Adoption Date: _____

Approval Filed in Minutes by Treasure/Secretary: _____