

NorthEast Michigan Fiber Consortium

Membership Agreement

The general purpose of this agreement is to provide the framework through which the members may jointly and cooperatively provide the establishment, operation and maintenance of a “network backbone”/“fiber ring” for the use and benefit of the members in providing network communications including Internet services, where applicable, to the respective communities of Northeast Michigan.

Definitions

“**Consortium**” is the total of the participating members.

“**Member**”(s) are the Non-Profit Organizations, Governmental units and, Hospitals, whose representatives make up the Consortium.

“**Board Member**”(s) are the NEMiFC members serving on the Consortium Board on behalf of the member organizations.

“**NEMiFC**” NorthEast Michigan Fiber Consortium

Consortium Membership

The Consortium will focus on the areas of education, medicine/health, nonprofit services, and local/state/federal governments. To be eligible for membership, members must be a non-profit, governmental, educational or not- for- profit medical organization. At this time, membership will not be granted to for-profit entities for any use other than to support the non-profit members.

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

A. Board Recommendation. The NEMiFC 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.

C. Membership Fee. Each member of the NEMiFC shall be assessed an annual fee as determined by the Consortium Board.

D. 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 fiber rings will be constructed in accordance with all local ordinances or construction codes.

E. Agreement. Each member of the NEMiFC shall sign a copy of this Northeast Michigan Fiber Consortium Membership Agreement indicating acceptance of and adherence to all of the terms and conditions of same.

Hold Harmless. Members acknowledge that the NEMiFC consortium is not responsible for any act, omission, or negligence of any of its members. Members agree to save and hold harmless the NEMiFC Consortium and any individual members thereof from any loss or liability as a result of the act, omission or negligence of any individual member.

Powers and Duties of the Consortium and Membership

Each member to this agreement shall possess all powers and duties specifically granted in this agreement or implied from those powers or duties specifically granted.

Each member shall retain the ownership and authority over its respective assets. Use of individual members' assets within the fiber ring will be consistent with the policy or rules established by the Consortium Board. Each member shall purchase or pay all necessary equipment costs required to access the fiber ring. Each member shall be the sole owner of all equipment purchased with its respective budgets. Each member will purchase equipment which meets Consortium specifications for the fiber ring. Each member shall be solely responsible for the cost and repair of its respective equipment attached to the fiber ring. Each member shall provide, when necessary, at its own expense, equipment for the area or route necessary to attach to the fiber ring. Each member will retain ownership of the fiber optic cable and/or network equipment purchased.

Each member organization shall be expected to contribute a minimum twenty (20) hours annually of staff time to assist the NEMiFC operations.

Each member organization shall authorize up to three pre-determined members of the Consortium Board or alternate assigned consortium member as assigned by the consortium board to have access to the member organization's bandwidth utilization statistics/graphs via the Merit Member Portal (<https://web.merit.edu/members/>) for the purpose of bandwidth utilization evaluation and for assisting with resolution to member requests within the consortium. The Consortium Board contacts will not have access to the member organization's invoices, service agreements, or any administrative settings within the member organization's Merit Member Portal environment.

Membership Withdrawal

In order to ensure stability of the fiber ring, members will be required to agree to an initial 3 year commitment. After the initial 3 year commitment, any member may withdraw from this agreement by giving 180 days' notice prior.

A member wishing to withdraw from this agreement shall give written notice to the chairperson by certified mail or personal service, by enclosing a certified copy of a resolution of its governing body stating its decision to withdraw. The withdrawal notice shall be effective upon formal acceptance of same by the Consortium board. Upon receipt of such notice and resolution, the chairperson shall forward a copy of the notice and resolution to each member.

There shall be no reimbursement for any contribution made by the withdrawing member. Upon withdrawal, that member shall no longer receive any service or benefit provided by the system.

In the event the consortium dissolves by unanimous agreement of all the members, all assets and funds shall be divided and prorated among the then current members based on the length of their membership.

Membership Agreement Amendments

This agreement may be amended only by written agreement and approval by at least 2/3 vote of the consortium board to this agreement.

The Consortium Board Representation

Founding Members/Board Positions. The founding members of the consortium are the City of Alpena, Alpena Regional Medical Center, Alpena County, Alpena Public Schools and Alpena Community College. The consortium shall be governed by a board consisting of seven (7) to ten (10) members as determined by the board. The founding members shall each have one permanent position on the board. The balance of the Consortium Board will consist of appointed members with positions from the following groups of members: all regional non-profit agencies, federal and state government agencies, and at large positions appointed by the NEMiFC Consortium Board.

Powers and Duties of the Consortium Board: The Consortium Board shall operate in accordance with by-laws governing the operation and governance of the Consortium. These powers and duties as defined by the by-laws include: make policy, establish committees, appoint a fiscal agent, apply for loans or grants, prepare annual budget, set meeting schedule and agendas, establish and collect fees, purchase insurance, contract with consultants including service providers and legal counsel, and appoint an administrator or any other action needed for day-to-day operations of the consortium. The Consortium Board shall be responsible for working with members as well as negotiating and entering into all contracts to ensure adequate and sufficient access to the local network as necessary to carry out the purpose of this agreement.

Financial Matters

Fiscal Year: The fiscal year of the consortium shall be July 1 through June 30.

Membership Contribution: The current contribution of Five Hundred Dollars (\$500.00) will be made by each member for a single connection point to the NEMiFC network.

Annual Contributions for Subsequent Years: Each member shall make an annual contribution in an amount agreed upon by an affirmation of at least 2/3 of the Consortium 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 updated membership agreement.

Payment: Contributions shall be due in full on each July 15 of each year for which the contribution is made.

Fiber Access

Shared Fiber Resources: In order for the consortium to be an effective network, members who have dark fiber resources available are expected to, upon request, make a minimum of two (2) of those fiber strands available for consortium use.

It is expressly understood and agreed that in no event will compensation be paid as part of the consortium agreement. This does not prohibit individual consortium members from negotiating individual agreements for access to member owned network resources with other existing or potential consortium members.

Membership Agreement to Northeast Michigan Fiber Consortium

Membership organization _____ agrees to acceptance of and adherence to all terms and conditions as specified in the following documents:

- Articles of Association of Northeast Michigan Fiber Consortium**
- Bylaws of Northeast Michigan Fiber Consortium**
- Northeast Michigan Fiber Consortium Agreement**

Executed By:

Member Organization Representative Name

Signature

Date

Printed Name and Title

**Executed By: Northeast Michigan Fiber Consortium
Operating and fiscal agent Alpena Community College**

Signature

Date

Printed Name and Title