

**EUP Connect Collaborative**  
**2022-Consortium Agreement**

# TABLE OF CONTENTS

ARTICLE I:	PURPOSE.....	3
ARTICLE II:	DEFINITIONS.....	3
ARTICLE III:	TERM OF AGREEMENT.....	5
ARTICLE IV:	CONSORTIUM PARTIES.....	6
ARTICLE V:	GOVERNING BOARD.....	7
ARTICLE VI:	OWNERSHIP AND COSTS.....	9
ARTICLE VII:	OPERATING AND FISCAL AGENT.....	11
ARTICLE VIII:	NETWORK MAINTENANCE AND COSTS.....	12
ARTICLE IX:	EXECUTIVE COMMITTEE.....	12
ARTICLE X:	USE OF NETWORK.....	13
ARTICLE XI:	SERVICES.....	14
ARTICLE XII:	PARTY RESPONSIBILITIES.....	14
ARTICLE XIII:	TERMINATION AND DEFAULT.....	15
ARTICLE XIV:	INSURANCE.....	16
ARTICLE XV:	INDEMNIFICATION.....	17
ARTICLE XVI:	NOTICES.....	17
ARTICLE XVII:	COMPLIANCES.....	18
ARTICLES XVIII:	MISCELLANEOUS PROVISIONS.....	18
APPENDIX A:	MEMBERS	
APPENDIX B:	GOVERNING BODY	

## RECITALS

WHEREAS, the signatories intend to plan, collaborate, and construct a fiber-optic network to be governed by the EUPConnect Collaborative (EUPCC) to support the initial expansion of existing voice, video, and data services to a group of educational institutions, municipalities, and non-profit entities that serve communities throughout Michigan’s Eastern Upper Peninsula;

WHEREAS, The Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951 as amended, MCL 124.1 et.seq. and the Michigan Urban Corporation Act, Public Act 7 of 1967 as amended, MCL 124.501 et. Seq. authorize intergovernmental and interlocal public agency agreements;

WHEREAS, the Michigan Telecommunications Act, Public Act 179 of 1991, as amended, MCL 484.2101 *et seq.*, has been enacted specifically authorizing such a consortium to construct,

operate, and maintain a fiber optic network “EUPCC Network” for the use and benefit of the public in providing network connectivity and internet services to eligible entities;

WHEREAS, the Michigan Telecommunications Act, *supra*, has among its purposes to “improve the opportunities for economic development and the delivery of essential services including education and health care”;

WHEREAS, the Michigan Constitution of 1963, Article III, Section 5, the Intergovernmental Contracts Between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, *et seq.*, and the Michigan Urban Corporation Act, Public Act 7 of 1967, as amended, MCL 124.501, *et seq.*, authorize Intergovernmental and Inter Local Public Agency Agreements;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the signatories hereto agree as follows:

### **ARTICLE I – PURPOSE**

The purpose of this Agreement is to establish an organization through which the signatories may jointly and cooperatively collaborate for the purposes of creating a fiber-optic network throughout the Eastern Upper Peninsula. This network (“EUPCC Network”) shall support the expansion and improvement of voice, internet, and data connectivity to tribal entities, schools, libraries, municipalities, and health care institutions, as well as the general public, in furtherance of the educational, economic development, and health care missions of its Members.

### **ARTICLE II - DEFINITIONS**

With respect to the EUPCC, the terms defined in this article shall have the following meanings:

Section 2.1 “Agreement” means this Consortium Agreement.

Section 2.2 “Cable” means the protective sheathing surrounding fiber optic filaments and fiber optic filaments inside.

Section 2.3 “Demarcation Points” means the places wherein:

- (i) the EUPCC Network connects to other educational, public, governmental, or commercial networks; or
- (ii) any Party’s network connects to the EUPCC Network.

Section 2.4 “Equipment” or “Facilities” means all equipment and components of the physical networks used by the EUPCC Network other than the cable.

Section 2.5 “EUPCC Governing Board” or “Governing Board” means the body created under Article V of this Agreement.

Section 2.6 “EUPCC Executive Committee” means the body created under Article IX of this Agreement.

Section 2.7 “Fiber Optic Filament” means the strands of fiber optic material that are bundled inside cable.

Section 2.8 “Eastern Upper Peninsula Telecommunications Consortium” or “EUPTC” means the organizational framework governing the management and control of the telecommunications network operated and controlled by the Eastern Upper Peninsula Intermediate School District (“EUPISD”).

Section 2.9 “EUPCC Network” or “Network” means the physical plant comprised of cable, facilities and equipment that make up the EUPCC Network, including voice, video, and data support infrastructure, including but not limited to the fiber backbone, fiber connections, and electronics placed on the Network side of any designated Demarcation Point.

Section 2.10 “Member” or “Members” means the persons appointed, pursuant to the EUPCC Consortium Agreement, to serve as organizational representatives, and includes alternate members when serving as members.

Section 2.11 “Net Operating and Maintenance Expenses” means the total operating and maintenance expenses of EUPCC Network.

Section 2.12 “Net Operating Revenues” means the total revenues of the EUPCC Network. Revenues may be generated from multiple sources, including charges for services, grants, and fees associated with permitting other Internet Service Providers (ISP) access to the Network.

Section 2.13 “Operating and Fiscal Agent” or “OFA” is the designated staff person assigned as the administrator of the Consortium.

Section 2.14 “Party” or “Parties” means any public educational institution, non-profit or governmental agency that is a part of the Consortium Agreement.

Section 2.15 “Person” means any individual, corporation, partnership, association, governmental agency, or any other legal entity.

Section 2.16 “Telecommunications System” means any communication system including, but not limited to, cable communications systems, microwave transmission systems, satellite communications systems, or other telecommunications systems which may be developed to assist the EUPCC in carrying out the purposes described in Article I of this Agreement.

### **ARTICLE III - TERM OF AGREEMENT**

Section 3.1 Initial Term. The initial term of this Agreement shall be two years, which shall commence on January 1, 2022.

Section 3.2 Consortium Review. Six (6) months before the expiration of the initial term of this Agreement, the Consortium shall undertake a review of the Agreement and consider whether formation of a non-profit corporation or some other form of organization would be better to operate and maintain the Network once the initial term has expired.

Section 3.3 Renewal Process. At the conclusion of the initial term, this Agreement shall automatically renew for up to three (3) renewal periods of two (2) years each. If written notice not to renew is received by the Parties, the Party may withdraw from the Agreement, and the Agreement will automatically renew for the remaining Parties. If a majority of the original Parties share their intent to withdraw from the agreement, the remaining Parties shall determine whether to enter into a new consortium agreement themselves or to create an alternative organizational structure. A departing Party may not prevent the remaining Parties from continuing to operate and maintain the Network.

#### **ARTICLE IV - CONSORTIUM PARTIES**

Section 4.1 Original Parties. The original Parties to this Agreement include (Appendix A) if they have executed this Agreement by January 1, 2022:

- A. Eastern Upper Peninsula Intermediate School District
- B. EUP Regional Planning and Development Commission
- C. Bois Blanc Pines School
- D. Brimley Area Schools
- E. DeTour Area Schools
- F. DeTour Arts and Technology Academy
- G. Engadine Consolidated Schools
- H. JKL Bahweting Anishnabe Academy
- I. Lake Superior Academy
- J. Les Cheneaux Community Schools
- K. Mackinac Island Public Schools
- L. Moran Township Schools
- M. Ojibwe Charter School
- N. Pickford Public Schools
- O. Rudyard Area Schools
- P. Sault Ste. Marie Area Schools

- Q. St. Ignace Area Schools
- R. Tahquamenon Area Schools
- S. Three Lakes Academy
- T. Whitefish Township Community School
- U. Bay Mills Township
- V. Brevort Township
- W. Chippewa Township
- X. Clark Township
- Y. DeTour Township
- Z. DeTour Village
- AA. Drummond Township
- BB. Garfield Township
- CC. Hendricks Township
- DD. Kinross Charter Township
- EE. Marquette Township
- FF. Moran Township
- GG. Newton Township
- HH. Raber Township
- II. St. Ignace Township
- JJ. Sugar Island Township
- KK. Superior Township
- LL. City of Mackinac Island
- MM. City of St. Ignace
- NN. County of Mackinac

Section 4.2 Additional Parties. Additional entities may become Parties upon the fulfillment of any requirements set forth by the Governing Board. Additional Parties to this Agreement may be added according to the following conditions:

- A. The Operating and Fiscal Agent (“OFA”) of the EUPCC Network recommends to the Governing Board that the entity become a Party to this Agreement after having reviewed the entity’s eligibility.
- B. The entity submits a payment, the amount of which shall be determined by the Governing Board, to the EUPCC. The amount required by the Governing Board shall reflect a one-time consortium membership fee.
- C. The entity makes payment of any actual out-of-pocket costs, in the form of reimbursements to the EUPCC, occasioned by the addition of such entity as an Additional Party to this Agreement; and
- D. The entity has executed a copy of this Agreement indicating acceptance of and adherence to its terms and conditions, including the provisions establishing an individual Party’s responsibilities.

Section 4.2 Independent Contractors. The Parties, their directors, regents, officers, employees, and agents, are independent contractors and neither is the agent, employee, or servant of any other Party.

## **ARTICLE V - THE GOVERNING BOARD**

Section 5.1 Purpose. The Governing Board shall adopt bylaws governing the procedures and operation of its meetings and shall serve as a planning body for the EUPCC. The Governing Board has the responsibility for the development of policy guidelines related to the planning, development, operations, maintenance of the EUPCC Network. The Governing Board may also establish an Executive Committee, as described in Article IX, to serve at its pleasure.

Section 5.2 Membership. The Governing Board is identified in Appendix B to this document.

Section 5.3 Election of Officers. Officers of the Governing Board shall include a Chairperson, Vice-Chairperson, Secretary/Treasurer, and such other officers as the Governing Board may deem necessary. The Chairperson and Vice-Chairperson shall be elected at the first regular meeting of odd numbered school years and shall hold office for two (2) years until the next election is completed. Election shall be by a simple majority of members present for which there is a quorum. The Operating and Fiscal Agent (“OFA”) shall serve as the Secretary/Treasurer. A vacancy in any office, because of disqualification, death, resignation, or removal, shall be filled for the unexpired portion of the term by appointment of the Governing Board.

Section 5.4 Powers and Duties of Officers. Officers of the Governing Board shall have the following powers and duties:

- A. Chairperson shall be responsible for presiding at all Governing Board meetings and be an ex-officio member of all committees.



- B. Vice-Chairperson shall act as Chairperson during the absence of the Chairperson or when the Chairperson wishes to vacate the Chair for any purpose.
- C. Secretary/Treasurer shall be responsible for the financial transaction and records of the Governing Board.

Section 5.5 Voting. Each member of the Governing Board shall have one (1) vote and to vote must be present physically, telephonically, or by video, sufficient to hear and participate in the deliberations. Votes shall be by voice vote unless the Chairperson, at his/her discretion, calls for a roll call vote via a show of hands or vote by ballot. In the event of a tie, the motion or question shall not be carried. Except as otherwise provided, a majority of Board members present shall constitute a quorum of the Governing Board, and the act of a majority of Board members present at any meeting at which a quorum is present shall be the act of the Governing Board.

Section 5.6 Meetings and Notice. The Governing Board shall meet at least quarterly but may meet as frequently as desired or necessary. The Governing Board shall notify Parties of all meetings by circulating the meeting agenda at least seven (7) days prior to the meeting date.

Section 5.7 Bylaws and Policies. The Governing Board shall establish such bylaws, procedures, or policies as it deems appropriate and necessary.

Section 5.8 The Governing Board may appoint such advisory committees as it deems useful or necessary.

## **ARTICLE VI - OWNERSHIP AND COSTS**

Section 6.1 Ownership. The EUPCC Network shall be owned by the Consortium. Once connectivity is established, each Party shall own all cable, equipment and/or facilities installed, constructed, and operated on its side of the Demarcation Point.

Section 6.2 Initial Cost Allocation. The initial costs to plan, construct, operate, and maintain the EUPCC Network shall be allocated to the Original Parties in the following manner:

Eastern Upper Peninsula Intermediate School District	\$	2,379
Bois Blanc Pines School	\$	8
Brimley Area Schools	\$	31,308
DeTour Area Schools	\$	15,018
DeTour Arts & Technology Academy	\$	9,170
Engadine Consolidated Schools	\$	31,647
JKL Bahweting Anishnabe PSA	\$	61,836
Lake Superior Academy	\$	4,530
Les Cheneaux Community Schools	\$	20,148
Mackinac Island Public School	\$	343
Moran Township School	\$	6,208
Ojibwe Charter School	\$	18,449
Pickford Public Schools	\$	13,412
Rudyard Area Schools	\$	127,723
Sault Ste. Marie Area Public Schools	\$	215,856
St. Ignace Area Schools	\$	36,294
Tahquamenon Area Schools	\$	88,521
Three Lakes Academy	\$	14,313
Whitefish Township Community Schools	\$	11,319
Bay Mills Township	\$	4,544
Chippewa Township	\$	656
Detour Township	\$	1,485
De Tour Village	\$	995
Drummond Township	\$	3,263
Kinross Charter Township	\$	23,406
Raber Township	\$	1,994
Sugar Island Township	\$	2,006
McMillan Township	\$	3,426
Brevort Township	\$	1,790
Clark Township	\$	6,205
Garfield Township	\$	3,501
Hendricks Township	\$	722
Marquette Township	\$	1,837
Moran Township	\$	3,058
Newton Township	\$	1,306
St Ignace Township	\$	2,832
Mackinac Island City	\$	1,479
St Ignace City	\$	7,294
Mackinac County	\$	62,927
Total Charter	\$	843,211

Section 6.3 Ongoing Expenses. The costs of operating and maintenance of the EUPCC Network shall be allocated as determined by the Governing Board according to the budget initially established for the initial term of this Agreement. The Governing Board shall provide to Parties at least one hundred eighty (180) days before the expiration of the initial or any subsequent renewal term with an estimated budget for the next term of the Agreement. In the event additional funds are necessary, beyond what can be raised through Network access fees, the following revenue sources shall be accessed in this order, only in the amount, and to the extent, permitted by any applicable law:

- A. Federal Grants,
- B. Tribal Grants,
- C. State Grants,
- D. Private Grants or Donations,
- E. Local Revenues (County, Township, City, Schools and Libraries).

Section 6.4 The costs to Parties shall be determined, in part, based on consideration of such factors as:

- A. The fee to join the EUPCC in its initial term is 3% of the American Recovery Plan Act (“ARPA”) allocation for municipalities, or CARES ESSER for schools, or the equivalent amount.
- B. Parties joining the EUPCC after the initial term shall be assigned a one-time fee proportionally equivalent to the fee paid by peers as described in Section 6.4 (A).
- C. To the extent possible, any additional required funding shall be apportioned based upon the same proportion as the initial fee for joining the Network.
- D. The Governing Board agrees to reinvest 100% of the proceeds earned by leasing access to for-profit commercial enterprises.

6.5 To the extent possible, each Party to this Agreement agrees to pay its share of the costs of planning, developing, operating and maintaining the EUPCC Network as set forth herein. However, no Party shall be forced to pay additional fees as a condition of remaining a Party to this Agreement.

## **ARTICLE VII - OPERATING AND FISCAL AGENT**

Section 7.1 Operating and Fiscal Agent. The EUPISD shall serve as the initial Operating and Fiscal Agent (“OFA”) for the Governing Board of the EUPCC. The OFA shall have such authority as the Governing Board deems reasonably necessary to carry out its day-to-day responsibilities under this Agreement, including without limitation, the authority to contract for planning, developing, operating, maintenance, equipment and services related to the Network and otherwise, and to collect and expend funds. The OFA shall retain custody of all EUPCC funds including the creation and maintenance of financial records in accordance with General Accepted Accounting Principles.

Section 7.2 Operations and Administration. The OFA shall operate the EUPCC Network on a day-to-day basis under the policies prescribed by the Governing Board, which includes, but is not limited to the following:

- A. Establishment of budget and services;
- B. Hiring of all personnel;
- C. Providing necessary supplies and equipment;
- D. Maintaining and improving facilities;
- E. Supervising programs and personnel;
- F. Recommending rules governing the use of the Network;
- G. Providing periodic financial reports;
- H. Providing an annual review of finances; and
- I. Scheduling and supporting periodic financial audits.

Section 7.3 Services Agreement. The Governing Board and the OFA shall enter into an administrative services agreement that describes the OFA's term of service, duties, responsibilities, reimbursement process, and compensation.

## **ARTICLE VIII - CONSORTIUM NETWORK MAINTENANCE AND COSTS**

Section 8.1 Responsibility. The Governing Board shall be responsible for overseeing the maintenance of the EUPCC Network and determining how the corresponding costs, if any, should be allocated between the Parties.

Section 8.2 Maintenance of Member Networks. Once connected, each Party hereby agrees to maintain, at their own cost and expense, their respective networks that they own or control originating at the Demarcation Point. Such maintenance shall be sufficient to assure that the cable, equipment, and facilities owned or controlled by each Party meets the standards established by the Governing Board.

Section 8.3 Network Operating and Maintenance Expenses. With respect to operating and maintenance expenses of the cable, facilities, and equipment of the EUPCC Network, the Governing Board shall accumulate leasing and other revenues for the purpose of offsetting the Network's operating and maintenance expenses. In the event insufficient funds exist to operate and maintain the Network, additional fees shall be allocated in accordance with Section 6.4.

Section 8.4 Gifts and Grants. The Governing Board shall have the authority to accept gifts and grants, apply for, and use, grants, and may enter into agreements required in connection therewith, and hold, use, and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 8.6 Fiscal Year. The EUPCC shall utilize a fiscal year beginning on July 1, unless otherwise established by the Governing Board.

## **ARTICLE IX - THE EXECUTIVE COMMITTEE**

Section 9.1 Purpose. The Executive Committee shall have the authority to manage the affairs and business of the EUPCC between Governing Board meetings. All decisions of the Executive Committee shall be reviewed by the Governing Board at its meetings. In the absence of an emergency, the Executive Committee will seek the approval of the Governing Board whenever pending commitment or obligation levels dictate.

Section 9.2 Membership. The Executive Committee shall consist of the following:

The Chair – The initial Chair is Mark S. Eitrem, Sugar Island Township Supervisor.

The Vice Chair is Ken Drenth of Cedarville.

The OFA – The initial OFA is Angie McArthur, EUPISD Superintendent.

Two other Parties

## **ARTICLE X- USE OF THE NETWORK**

Section 10.1 Use by Parties. Each Party shall be permitted reasonable use of the Network to provide services, as defined in Article XI, to persons capable of receiving such services. In addition, each Party agrees to grant other Parties reasonable access to their networks in order to reach other networks, which are accessible using the Network. Such Network access shall, in consideration of the mutual commitments made herein, for minimal consideration, unless determined otherwise by the Governing Board. It is the intent of this provision, subject to the Governing Board's approval, that a Party may deliver services over the Network for a minimal fee or may use the Network as a conduit to reach persons who are interconnected to, but not made a part of the Network. No Party may unilaterally authorize a Non-Party to use the Network without Governing Board approval.

Section 10.2 Terms and Conditions of Use. The Governing Board may establish terms and conditions of EUPCC Network use. Each Party agrees that it will make its users aware of such terms and conditions and make good faith efforts to assure that the Parties' users comply with the terms and conditions of use.

Section 10.3 Other Users. From time-to-time, a person who is not a Party to this Agreement ("Non-Party") may apply to the Governing Board to use the Network to deliver services to a Party or some other entity capable of receiving such services from or through the Network. Such usage of the Network by a Non-Party shall be subject to the payment of access or user fees ("User Fees") deemed appropriate at the discretion of the Governing Board. Each Non-Party shall be required to enter into a written agreement ("User Agreement") with the EUPCC providing for payment of the User Fees and other terms of use. Additionally, each Party may also impose, in their sole discretion, fees, restrictions, or conditions upon the use of their own networks by a Non-Party.

Section 10.4 Allocation of User Fees. After the payment of all operation and maintenance expenses, the Governing Board shall allocate all user fees equitably between the Parties hereto, based upon the criteria developed by the Governing Board and shall require the amounts so allocated to be credited by the OFA to the accounts of such Parties. Unless otherwise determined by the Governing Board, amounts so credited may be used to defray a Party's contributions towards net operating and maintenance expenses, repairs, replacement, or renewal of the Network.

## **ARTICLE XI – SERVICES**

Section 11.1 As permitted by law, including the Michigan Telecommunications Act, Public Act 179 of 1991, MCL 484.2101, *et sec.*, Parties and persons authorized to use the Network

may provide interactive video, audio, data, voice or other services as they may desire. For the purposes of this Agreement, any such use shall be referred to as “Services.”

## **ARTICLE XII - PARTY RESPONSIBILITIES**

Section 12.1 Cooperation and Assistance. Each Party shall pledge their cooperation and assistance to the EUPCC Network and to its planning, development, operations, and maintenance.

Section 12.2 Compatible Equipment and Non-interference. Each Party agrees to use its best efforts to utilize cable, equipment, and telecommunications facilities that are compatible with the equipment standards and specifications established for the EUPCC Network and to take necessary steps to assure non-interference with another Party’s local network or equipment and facilities.

Section 12.3 Leases. To the extent necessary, each Party shall seek to support the engagement in long-term agreements for whatever leases, licenses, permits, or easements are useful or necessary for the development, operation, and maintenance of the EUPCC Network. The Parties agree such leases, licenses, permits, or easements shall not be prematurely terminated or withdrawn even if the Party elects to withdraw from the Network and this Agreement. If necessary, a withdrawing Party may provide for the reasonable and necessary removal and relocation of the fiber optic cable and facilities at their own expense, so long as the continued operation of EUPCC Network is not jeopardized. If the existing lease involving fiber optic cable and/or facilities must be removed, moved or otherwise terminated by a withdrawing party, that withdrawing party shall notify the Governing Board. The Governing Board shall seek other Parties for the purposes of transferring and assuming leaseholder responsibilities.

Section 12.4 Demarcation Point. Each Party shall establish and designate, a Demarcation Point where it is agreed that the EUPCC Network’s transmission facilities are on one side of the



point and the Party's equipment is on the other side of the point. The OFA shall gather and make available to the Parties a list and map showing the Demarcation Points for each site or location.

Section 12.5 Access to Network Equipment. Each Party shall provide the OFA with all necessary access codes and keys so that facilities (e.g., buildings, enclosures, underground structures, towers, fenced or gated compounds, or other manmade structures) interconnected with the Network may be accessed by the OFA or its designated maintenance contractor on seven (7) days a week, twenty-four (24) hours a day basis to facilitate necessary scheduled maintenance and unscheduled repairs. This does not include interconnected facilities that are beyond the relevant Demarcation Points.

Section 12.6 Assurances Related to Maintenance. Each Party shall promptly comply with any reasonable request made by the OFA or its designated maintenance contractor which is necessary or desirable, as determined by the OFA or its designated maintenance contractor, to facilitate the maintenance and repair of the Network.

### **ARTICLE XIII - TERMINATION AND DEFAULT**

Section 13.1 Withdrawal. A Party may withdraw from the EUPCC by providing the Governing Board with written notice. The notice of withdrawal shall become effective upon actual receipt by the Governing Board Secretary. No direct financial benefit shall inure to a Party that withdraws from the EUPCC. However, a withdrawing Party may continue to receive services or benefits currently provided by the EUPCC on a fee for service basis.

Section 13.2 Default. If a Party fails to comply with any of the terms or provisions of this Agreement, or defaults in any other obligations under this Agreement, and fails to correct such default or non-compliance within ninety (90) days following the receipt of written notice, the Governing Board may elect to terminate the defaulting Party's participation effective at the end of

an appropriate notice period. Such action does not relieve the defaulting Party from continuing to make available to the Network the defaulting Party's leases, licenses, cable, equipment, and facilities as previously pledged.

#### **ARTICLE XIV – INSURANCE**

Section 14.1 Insurance. The EUPCC shall obtain and maintain such insurance coverages as the Governing Board deems appropriate. The cost of such coverages shall be included in the net operating and maintenance expenses.

#### **ARTICLE XV – INDEMNIFICATION**

Section 15.1 Mutual Indemnity of Parties. To the extent permitted by law, each of the Parties shall defend, indemnify, protect, and hold harmless each of the other Parties, their officers, agents, and employees, from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any related nature, including without limitation, reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of such Party or its officers, agents, employees, contractors, successors, or assigns, in connection with the Network.

Section 15.2 Reasonable Precautions. Each Party shall take all reasonable precautions to avoid damage to any other Party's cable, equipment, and facilities.

Section 15.3 Indemnity of Operating and Fiscal Agent. Each Party agrees to defend, indemnify, protect and hold harmless the OFA, its officers, agents, and employees from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings and expenses of any related nature, including without limitation, reasonable attorney fees, arising out of or resulting from good faith acts or omissions as the authorized operating and fiscal agent of the Network.

## **ARTICLE XVI – NOTICES**

Section 16.1 Notice Procedure. All notices or communications required or permitted under this Agreement shall be provided in writing at the mailing address(es) provided and updated by the Parties. Parties, shall, from time to time correspond with the Governing Board Secretary to update or validate hard-copy and electronic mail addresses. The burden to correct or otherwise update mailing addresses on a timely basis, falls to the Parties.

## **ARTICLES XVII – COMPLIANCES**

Section 17.1 Resolution. For Parties that have already joined the EUPCC by formal resolution prior to the adoption of this Agreement, a subsequent action by the governing board of such Parties to adopt this Agreement will be required. For Parties joining the EUPCC after this Agreement is in effect, the governing board of each Party shall consider this Agreement as a required resolution addendum.

Section 17.2 Regulatory Compliance. Each Party agrees to comply with any applicable laws or regulations as it relates to the functions of the EUPCC and the Network. Each Party further agrees that it will only utilize the Network for education, health care, and other governmental purposes.

## **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

Section 18.1 Assignments. The Parties shall not assign or transfer any of their rights under this Agreement without the express written permission of the Governing Board. The Governing Board may reasonably condition such assignment to prevent interference with the EUPCC Network, or violation of applicable laws or regulations.

Section 18.2 Successors. The terms and conditions of this Agreement shall be binding upon the successors, if any, of any of the Parties.

Section 18.3 Authorized Signatures. Each Party represents and warrants that: (i) it has the full right and authority to enter into, execute, and deliver this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery, and performance of this Agreement; (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms; (iv) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal governmental agency, court, or body; and (v) each Party represents that it has caused this Agreement to be executed by an authorized individual acting pursuant to a resolution of their respective body.

Section 18.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other prior agreements, either oral or written, with respect to the subject matter hereof.

Section 18.5 Headings and Titles. The headings and titles used in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

Section 18.6 Provisions Subject to Applicable Law. All provisions of this Agreement, shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render the provision illegal or unenforceable under any applicable law.

Section 18.7 Interpretation and Severability. In the event that any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such

provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

Section 18.8 Governing Laws. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

## APPENDIX A – CONSORTIUM PARTIES

- A. Eastern Upper Peninsula Intermediate School District
- B. EUP Regional Planning and Development Commission
- C. Bois Blanc Pines School
- D. Brimley Area Schools
- E. DeTour Area Schools
- F. Detour Arts and Technology Academy
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- R. Tahquamenon Area Schools
- S. Three Lakes Academy
- T. Whitefish Township Community School
- U. Bay Mills Township
- V. Brevort Township
- W. Chippewa Township
- X. City of Mackinac Island
- Y. Clark Township
- Z. DeTour Township
- AA. DeTour Village
- BB. Drummond Township
- CC. Garfield Township
- DD. Hendricks Township
- EE. Kinross Charter Township
- FF. Marquette Township
- GG. Moran Township
- HH. Newton Township
- II. Raber Township
- JJ. St. Ignace Township
- KK. Sugar Island Township
- LL. Superior Township
- MM. City of St. Ignace
- NN. County of Mackinac

APPENDIX B – GOVERNING BODY  
Steering Committee

Membership:

1. EUPISD – Superintendent (Angie McArthur)
2. EUPISD-Director of Technology (Jason Kronemeyer)
3. Project Manager – CCG Consulting – Doug Dawson

*Representative Local School Superintendents*

4. DeTour – Robert Vaught
5. Mackinac Island – Amy Peterson
6. Tahquamenon Area Schools – Stacy Price

*Representative Townships*

7. Township – Mark Eitrem – Sugar Island
8. Township - Mark Clymer - Clark
9. Township – Art Schultz - McMillan

*Representative Counties*

10. Chippewa – Chris Olson
11. Luce – Bill Henry
12. Mackinac – Chris Byrnes

*EDC Representative*

13. EUP Regional Planning & Development Commission - Jeff Hagan

*Tribal Representatives*

14. Bay Mills Tribal Community
15. Sault Ste. Marie Tribe of Chippewa Indians

*Higher Education Representatives*

16. LSSU – Mike Furr
17. Bay Mills Community College – Duane Bedell

*Health Care Representatives*

18. War Memorial – David Jahn/Brian Howell, IT Director
19. Helen Newberry Joy - Hunter Nostrant/Howard Bliss, IT Director
20. Mackinac Straits – Karen Cheeseman
21. Sault Tribe Health Systems

*Other*

22. Superior District Library – Lisa Waskin
23. Special Project coordinator – Ken Drenth
24. Community Liaison – Mariah Goos
25. Community Non-Profit - Center 4 Change representative – Joanne Galloway

Officers:

Chairperson – Mark Eitrem, Sugar Island Township Supervisor

Vice-Chairperson-Ken Drenth

Secretary/Treasurer – Operating Fiscal Agent – EUPISD Superintendent (Angie McArthur)

\*\*\*Positions are agency specific