

BYLAWS OF FRONTIER TELENET AN OREGON INTERGOVERNMENTAL ENTITY

Frontier TeleNet (“Frontier”) is an Oregon intergovernmental entity organized under Oregon Revised Statutes Chapter 190. It is an independent governmental unit, vested with all powers, rights, and duties relating to the functions and activities to which it is authorized by law and agreement of its members to perform.

These Bylaws were adopted by a unanimous vote of the Board of Directors of Frontier TeleNet at a meeting held on the 25th day of January, 2019. Once adopted they supersede and replace in their entirety all previously adopted bylaws.

ARTICLE I AUTHORITY

The authority for the establishment of Frontier TeleNet is provided by the State of Oregon enabling legislation set forth in Oregon Revised Statutes Chapter 190. ORS 190.010 provides that a “unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.” Frontier was created by and exists under a written intergovernmental agreement which took effect on October 11, 2001 (“Governance IGA”). Frontier has all the powers enumerated in its Governance IGA, as it now exists or hereafter amended, and all other powers set forth in Oregon law.

ARTICLE II MISSION and PURPOSE

The mission and purpose of Frontier is to:

- 2.1** expand and enhance telecommunications capabilities for the efficient provision of local government services and educational services;
- 2.2** provide for the coordination and interoperability of communications services in Gilliam, Sherman and Wheeler counties; and to cooperatively establish and maintain a consolidated, highly reliable system for the provision of educational services, 9-1-1, law enforcement, emergency services and other public health and safety communications services; and,
- 2.3** promote economic growth and the expansion and/or addition of business and industry both within the geographic boundaries of Gilliam, Sherman and Wheeler counties and where appropriate or in the best interests of the counties' citizens, including involvement with the surrounding communities of interest through the development of telecommunications infrastructure and related programs and services.

ARTICLE III OFFICES

The principal office of Frontier shall be located at 66365 Lone Rock Road, Moro, Oregon. The Board of Directors may change the principal office by unanimous vote of the Board of Directors.

ARTICLE IV MEMBERSHIP

Any “unit of local government” (as defined in ORS 190.003) that is a party to the Governance IGA shall be a member of Frontier.

ARTICLE V DIRECTORS

5.1. Board of Directors. Frontier shall be governed by a Board of Directors (the “Board”). The Board shall possess all powers necessary and appropriate to conduct the operations of Frontier. The sitting judge of each county that is a member of Frontier, or the member county’s authorized designee(s), shall be a director on the Board. In addition, the governing body of each non-county unit of local government who is a member of Frontier, if any, shall designate one of its members to represent it, who shall serve at the pleasure of the governing body until replaced by such governing body. An alternate representative may act in a Board capacity only during the absence of that county court or governing body’s representative.

5.1.1. Chair and Vice Chair. Annually, at the first regular meeting of each calendar year, the Board shall by majority vote elect from its membership the Chair and Vice Chair of the Board. The Chair shall call and preside at meetings of the Board, shall assure Board Directors are advised of all significant matters of Frontier, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws. The Vice Chair shall perform such duties as the Board may prescribe. In the absence or disability of the Chair, the duties and powers of the Chair shall be performed and exercised by the Vice Chair.

5.1.2. Vacancy. In the event of a vacancy, the county court or governing body of the unit of local government that appointed the departed representative shall appoint a successor.

5.2. Voting Rights. A majority vote of the Board shall be necessary to decide any issue; however, financial matters, the addition of new members, hiring or discharge of employees, or dissolution shall require a unanimous vote.

5.3. Removal. A Director may be removed for cause by an affirmative vote of a majority of the Board of Directors who hold office at the time the removal is considered. A vote for removal shall occur at a regular or special meeting called, noticed, and convened for that purpose. Cause for removal shall include, but shall not be limited to, absence from three (3) consecutive meetings without being excused by the Chair, or a breach of a Director's fiduciary duties to Frontier. The governing body of the member represented by the removed Director shall appoint a replacement Director.

ARTICLE VI OFFICERS

6.1. Officers. Officers of Frontier shall consist of a President, Vice President, Secretary/Treasurer, and a Compliance Officer (collectively “Officers”).

6.1.1. Election of President, Vice President and Secretary/Treasurer. Annually, at the first regular meeting of each calendar year, the Board shall by majority vote elect from its membership the President, Vice President, and Secretary/Treasurer.

- 6.1.2. Appointment of Compliance Officer.** Annually, at the first regular meeting of each calendar year following Officer elections described in Section 6.1.1, the President shall appoint a Compliance Officer. The Compliance Officer may be a member of the Board, an employee, or independent third party contract service provider.
- 6.1.3. Term.** Officers shall serve at the pleasure of the Board for a term of one (1) year or until their duly elected or appointed successors take office.
- 6.2. Resignation and Vacancy.** Any officer may resign at any time by giving notice in writing to the Board, and unless otherwise provided in that notice, such resignation shall be effective upon receipt of the notice. A vacancy in office because of death, resignation, removal, disqualification, or any other cause may be filled by appointment, confirmed by majority vote of the Board. An appointee filling a vacancy shall serve for the unexpired portion of the term vacated by the departed officer.
- 6.3. Duties of President.** The President shall call and preside at all meetings of Frontier and shall submit such recommendations and information as he or she may determine appropriate to discuss at Frontier meetings. The President shall perform the duties and responsibilities of Frontier in accordance with the obligations and limitations set forth in the Governance IGA as it now exists or as hereafter amended, and ORS Chapter 190. The President shall not otherwise hold himself or herself out to have authority to bind the members of Frontier to any financial or other obligations.
- 6.4. Duties of Vice President.** The Vice President shall perform the duties of the President in the absence or incapacity of the President. In the event of a vacancy in the office of President, the Vice President shall perform the duties of the President until a new President is elected.
- 6.5. Duties of Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes and the official records of Frontier and perform such other duties as the Board may require. The Secretary/Treasurer shall be responsible for the fiscal administration of all funds of Frontier. The Secretary/Treasurer and either the President or the Vice President shall act as co-signers of checks drawn upon the accounts of Frontier. The Secretary/Treasurer may delegate the administrative functions of his or her office to another person or persons who need not be on the Board.
- 6.6. Duties of Compliance Officer.**
- 6.6.1.** Subject to the control, advice and consent of the Board of Directors, the Regulatory Compliance Officer shall:
- 6.6.1.1.** supervise and conduct Frontier's activities and operations with respect to ensuring compliance with all federal, state and local reporting or payment obligations, including but not limited to regulatory reporting laws and regulations administered by: (i) the Federal Communications Commission (FCC) and/or the Universal Service Administration Company (USAC); (ii) the Oregon Public Utilities Commission (OPUC); and, (ii) local franchising authorities;
- 6.6.1.2.** keep the Board fully informed and consult with it concerning Frontier's activities, and see that all orders and resolutions of the Board relating to regulatory compliance matters are carried into effect; and,
- 6.6.1.3.** be empowered to act, speak for, or otherwise represent Frontier on matters relating to federal, state or local governmental or regulatory reporting compliance, or program administration matters.

- 6.6.2.** The Compliance Officer is authorized to contract, receive, deposit, disburse, and account for funds of Frontier; to execute in the name of Frontier all contracts and other documents authorized either generally or specifically by the Board to be executed by Frontier; and to negotiate all material business transactions of Frontier necessary or convenient to the Compliance Officer's performance of its duties as specified herein.
- 6.6.3.** The Board of Directors may place the Compliance Officer under a contract of employment or independent contractor agreement, and provide related compensation in a manner and at a level determined by the Board in compliance with applicable laws and industry standards.

ARTICLE VII MEETINGS

- 7.1. Location.** Meetings may be held at any location in any county in which a member of Frontier is located.
- 7.2. Quorum.** At any properly called meeting of the Board, a majority of the Board members shall constitute a quorum for conducting business. Board members may attend by simultaneous electronic communication.
- 7.3. Regular Meetings.** The Board may meet monthly or as required, at a time and place set by the President. Notice for regular meetings shall be reasonably calculated to give actual notice to interested persons, including news media which have requested notice, of the time and place of the meeting.
- 7.4. Special Meetings.** Special meetings of the Board may be called at any time by the President. Special meetings require at least 24 hours' notice. Notice shall be provided to interested persons, including news media which have requested notice, of the time and place of the meeting.
- 7.5. Emergency Meetings.** An emergency meeting is a special meeting called on less than 24 hours' notice. Notice of an emergency meeting shall be as appropriate under the circumstances. The minutes for an emergency meeting shall describe the emergency justifying less than 24 hours' notice.
- 7.6. Action Without Meeting.** To the extent allowed by Oregon Law, an action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action taken shall be evidenced by written consent describing the action taken, signed by each Director (physically or electronically by a written statement of consent), and included in the minutes or filed with the official records reflecting the action taken. Action taken under this section is effective when the last Director signs the consent, unless the consent specifies an effective date. A consent under this section has the effect of a meeting vote and will be described as such in any document.

ARTICLE VIII GENERAL PROVISIONS

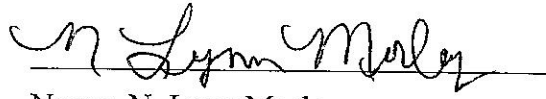
- 8.1. Amendment or Repeal.** Amendments to or repeal of these Bylaws may be proposed at any regular meeting of the Board when a quorum is present. Amendment or repeal shall only occur upon unanimous affirmative vote of all members of the Board. Amendment or repeal shall take effect immediately upon unanimous affirmative vote unless another time for effect of amendment or repeal is designated by the Board.

- 8.2. Books and Records.** Frontier shall maintain all records required by law. All such records will be kept at its principal office, at any other place designated by the Board, or as otherwise provided or allowed by applicable law. Records shall be available for inspection by the Board, Officers, and to the public unless exempt under Oregon Public Records Law.
- 8.3. Checks, Drafts, and Other Financial Instruments.** All checks, drafts, and other orders for payment of money, notes, or other evidence of indebtedness issued in the name of or payable by Frontier shall be signed or endorsed by such person or persons and in such a manner as directed by the Board. Any disbursements of Frontier shall be executed only by the signator(ies) so authorized by the Board.
- 8.4. Execution of Documents.** The Board may authorize any officer to enter into a contract or execute an instrument in the name of and on behalf of Frontier.
- 8.5. Fiscal Year.** Frontier shall operate on a fiscal year that begins on the first day of July and ends on the last day of June each year.
- 8.6. Liability of Members and Representatives.** Board members, Officers, and the private and public property of the members and their representatives shall be exempt from execution or other liability for any debts of Frontier, nor shall they be liable or responsible for any debts or liabilities of Frontier; provided, however, nothing contained herein prohibit or otherwise affect the ability of a member to accept liability for all or a portion of any debt of Frontier if such acceptance is evidenced in writing and consistent with the terms contained in the Governance IGA.
- 8.7. Construction.** These Bylaws are created and shall be construed in accordance with the laws of the State of Oregon. All questions pertaining to validity or construction not otherwise preempted shall be determined in accordance with the laws of the State of Oregon.
- 8.8. Severability.** If any provision contained in these Bylaws should be held invalid, unenforceable, or unconstitutional, the remainder of the provisions not subject to such adjudication shall not be affected and shall continue in full force and effect. If any provision contained in these Bylaws should be held invalid, unenforceable, or unconstitutional as to any member, the provisions of the Bylaws shall continue in full force and effect as to all other members.
- 8.9. Insurance.** Frontier shall purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is a Director or Officer; provided, however, that Frontier may not purchase or maintain such insurance to indemnify any member, Director or Officer in connection with any proceeding charging improper personal benefit to the member, Director or Officer, in which the member, Director or Officer was adjudged liable on the basis that the personal benefit was improperly received by the member, Director or Officer.

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CERTIFICATION OF ADOPTION

I, the undersigned, certify that I am presently the President of the Board of Directors of Frontier TeleNet and that the above Bylaws are the Bylaws of Frontier TeleNet, as adopted by a unanimous vote of the Board of Directors at a regular meeting held on the 25th day of January, 2019.

A handwritten signature in cursive script, reading "N. Lynn Morley", written over a horizontal line.

Name: N. Lynn Morley

Title: Chair & President

Date: January 25, 2019