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UTILITIES COMMISSION

Pacific Power | PacifiCorp Energy
Rocky Mountain Power
825 NE Multnomah
LCT1900
Portland, OR 97232

March 7, 2011

VIA OVERNIGHT DELIVERY

Idaho Public Utilities Commission
Statehouse
472 West Washington Street
Boise, ID 83720

Attn: Ms. Jean D. Jewell
Commission Secretary

**Re: Case PAC-E-06-01
Order No. 29999
Report of Commercial Paper Dealer Agreement for Short-Term Debt**

Dear Commissioners:

Pursuant to the referenced Order, PacifiCorp submits to the Commission one verified copy of:

The Commercial Paper Dealer Agreement between PacifiCorp and RBS Securities Inc.,
dated February 21, 2011.

Because PacifiCorp has not issued any new security in connection with the referenced transaction,
no Report of Securities Issued in enclosed.

Under penalty of perjury, I declare that I know the contents of the enclosed document, and it is true,
correct and complete.

Please contact me if you have any questions about the letter or the enclosed document.

Sincerely,

Tanya S. Sacks
Assistant Treasurer

Enclosure

COMMERCIAL PAPER DEALER AGREEMENT

February 21, 2011

2011 MAR -7 AM 9:40

RBS Securities Inc.
600 Washington Boulevard
Stamford, CT 06901

IDAHO PUBLIC
UTILITIES COMMISSION

Gentlemen:

This letter agreement (the "Agreement") sets forth our understanding of the basis on which RBS Securities Inc. ("RBSSI") proposes to work with PacifiCorp, an Oregon corporation (the "Company"), in connection with the issuance and sale by the Company of its short-term promissory notes (the "Notes") in the United States commercial paper market.

While (i) the Company shall have no obligation to sell the Notes to, or arrange sales of Notes through, RBSSI and (ii) RBSSI shall have no obligation to purchase the Notes from, or arrange sales of Notes for, the Company, the Company has requested RBSSI to act as commercial paper dealer therefor and RBSSI has indicated its willingness to do so on the terms and conditions contained herein. The Notes will be represented by either individual note certificates ("Certificated Notes"), or a master note ("Master Note") of the Company in the form appended to the Issuance and Paying Agent Agreement which the Company has entered into with U.S. Bank Trust National Association, the "Issuing Agent"). Notes represented by a master note shall be referred to herein as "Book-Entry Notes."

1. The Notes will be issued by the Company in the ordinary course of its business and financial affairs, will have a maturity at the time of issuance of not more than 270 days (exclusive of days of grace) and will not contain any provision for automatic "rollover." The proceeds from the sale of the Notes will be used by the Company for current transactions within the meaning of Section 3(a)(3) of the Securities Act of 1933, as amended (the "1933 Act"). The Notes will be paid in the ordinary course of business and financial affairs of the Company according to ordinary business terms. Prior to the initial purchase or placement by RBSSI of Notes hereunder, RBSSI shall have received an opinion of the Company's counsel.

2. The Notes will be issued in such face or principal amounts (but not less than \$100,000 each), and will bear such interest rates (if interest-bearing), or will be sold at such discounts, from their face amounts, as shall be mutually agreed to by the Company and RBSSI at the time of each proposed purchase or placement.

3. (a) On the date of a proposed issuance of Notes, RBSSI shall confer with the Company as to the face or principal amounts, maturities and denominations and applicable interest rates or the discounts from the face amounts, at which the Notes are to be issued.

(b) The authentication, delivery and payment of the Notes shall be effected in accordance with the Issuance and Paying Agent Agreement and the Notes shall be represented by book-entry Notes registered in the name of The Depository Trust Company ("DTC") or its nominee.

(c) RBSSI will mail written confirmations of each purchase or placement to the Company, which confirmations shall set forth face or principal amounts, maturities and denominations of the Notes purchased or placed and the applicable interest rates or discounts.

(d) In the event that a customer shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, RBSSI shall promptly notify the Company, and if RBSSI has theretofore paid the Company for such Note, the Company will promptly return such funds to RBSSI against its return of the Note to the Company, in the case of a Certificated Note, and upon notice from RBSSI of such failure, in the case of a Book-Entry Note. If such failure occurred for any reason other than

default by RBSSI, the Company shall reimburse RBSSI on an equitable basis for RBSSI's loss of the use of such funds for the period such funds were credited to the Company's account.

4. The Company understands that, in connection with the sale of the Notes, one or more of the following relating to the Company and its affiliates may be prepared: (i) annual information reports, (ii) interim information reports, and (iii) other reports or offering materials (all of the foregoing being hereinafter called the "Offering Materials"). To provide a basis for the preparation of the Offering Materials and to assist RBSSI's normal credit review procedures, (a) the Company shall provide RBSSI with copies of its most recent Annual Report on Form 10-K and each subsequent Quarterly Report on Form 10-Q and each report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") and (b) its other publicly available recent reports, including any filings or reports provided to their respective shareholders, any national securities exchange or any rating agency and any information generally supplied in writing to security analysts. In addition, the Company will provide RBSSI with such other information as RBSSI may reasonably request for the purpose of the on-going credit review of the Company.

5. (a) RBSSI agrees to furnish all Offering Materials to the Company for its written approval prior to the use thereof in offering the Notes. Any such approval by the Company shall be deemed to be a representation by it that the Offering Material so approved does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If, at any time during the term of this Agreement, any event occurs or circumstances exist as a result of which any then current Offering Material would include an untrue statement or omission, the Company will promptly notify RBSSI and provide to RBSSI revised information that corrects such untrue statement or omission. The Company agrees that RBSSI's acting as a dealer for the Notes is conditioned upon its being able to provide such Offering Materials to purchasers or potential purchasers as RBSSI deems appropriate.

(b) The Company has credit facilities with various banks (the "Banks") and will advise, and cause the Banks to advise, RBSSI, as frequently as RBSSI may reasonably request, of the status and usage of such credit facilities.

(c) The Company will not use the proceeds of Notes purchased and held by RBSSI, as principal, for the purchase or carrying of securities. The Company will give RBSSI three days prior notice of its intention to use the proceeds of Notes for the purchase or carrying of securities.

6. The Company represents that (i) the issue and sale of the Notes is duly authorized, (ii) upon issuance, the Notes will be exempt from the registration requirements of the 1933 Act pursuant to Section 3(a)(3) thereof, (iii) upon issuance and payment therefor in accordance with this Agreement, the Notes will be the legal, valid binding and enforceable obligations of the Company, (iv) the Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, (v) no authorization, approval, consent, order, registration or qualification of, or with, any court, governmental authority or agency is necessary, beyond that already obtained in connection with the issuance, offer or sale of the Notes hereunder or for the consummation of the transactions contemplated by this Agreement or the Notes, (vi) the Notes rank at least pari passu with all other unsubordinated unsecured indebtedness of the Company and (vii) this Agreement and the Issuance and Paying Agency Agreement have been duly authorized, executed and delivered by the Company.

7. Each sale of Notes by the Company hereunder shall be deemed to be a representation by it that:

- (i) the representations, warranties and covenants of the Company contained in Section 5 and Section 6 of this Agreement are true and correct on and as of the date of such sale;
- (ii) no event has occurred and is continuing, or would result from such sale, which constitutes or would constitute an event of default, or which would constitute an event of default but for the

requirement that notice be given or time elapse or both, under any of the Company's indebtedness for money borrowed, obligations as lessee under capital leases or under any guarantees by the Company of indebtedness for money borrowed or capital lease obligations; and

- (iii) there has been no material adverse change in the financial condition or operations of the Company since the date of the most recent Offering Materials which has not been disclosed to RBSSI in writing.

8. The Company will indemnify and hold harmless RBSSI, each individual, corporation, partnership, trust, association or other entity controlling RBSSI and any affiliate, director, officer, employee or agent of RBSSI or of such controlling entity against any and all liabilities, losses, damages, claims, costs and expenses (including without limitation reasonable fees and disbursements of counsel) (i) arising out of or based upon any allegation that any Offering Material or any information provided to RBSSI hereunder includes an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) arising out of the breach by the Company of any agreement, covenant or representation made pursuant to this Agreement, or (iii) arising out of or based upon the issuance of the Notes or the transactions contemplated hereby. If any action, suit or proceeding arising from any of the foregoing is brought against any of the Indemnitees, the Company will, at its own expense, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Company (which counsel shall be satisfactory to such Indemnitees) and regardless of whether the Company is a party to the same, pay all reasonable costs and expenses of such defense as incurred (including, without limitation, reasonable attorneys' fees and expenses). The above indemnification shall not apply to the extent that the liability arises from the inclusion by any indemnified party in any Offering Material that has not been approved or deemed approved by the Company pursuant to Section 5 of this Agreement of an untrue statement of a material fact or an omission to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this paragraph is for any reason held unenforceable, although applicable in accordance with the terms of this paragraph, the Company, on the one hand, and RBSSI, on the other hand, shall contribute to the aggregate costs of any such claim in the proportion of their respective economic interests. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Company of the Notes sold hereunder and the aggregate commissions and fees earned by RBSSI hereunder.

9. The Company shall reimburse RBSSI for all of RBSSI's out-of-pocket expenses related to this Agreement and the transactions contemplated hereby (including but not limited to the printing and distribution of any Offering Material and any advertising expenses) and, if applicable, for the reasonable fees and out-of-pocket expenses of RBSSI's counsel.

10. All notices required or permitted under the terms and provisions hereof shall be in writing (which shall include electronic transmission) and shall, unless otherwise provided herein, be effective when received at the address below or at, such other address as shall be specified in a notice furnished hereunder.

If to the Company:

PacifiCorp
825 NE Multnomah, Suite 1900
Portland, OR 97232
Attention: Bruce N. Williams, Vice President and Treasurer
Tel. No.: 503.813.5662
Facsimile No.: 503.813.5675

If to RBSSI:

RBS Securities Inc.
600 Washington Boulevard
Stamford, CT 06901
Attention: Debt Capital Markets Syndicate
Tel. No.: 203.897.6166 (which shall not constitute notice)
Facsimile No.: 203.873.4534

11. This Agreement is to be delivered and performed, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York.

12. The Company agrees that any suit, action or proceeding brought by the Company against RBSSI in connection with or arising out of this agreement or the offer and sale of Notes shall be brought solely in the United States Federal courts located in the Borough of Manhattan or the courts of the State of New York.

13. This Agreement may be terminated, at any time, by the Company, upon notice to such effect to RBSSI, or by RBSSI, upon notice to such effect to the Company. Any such termination, however, shall not affect the obligations of the Company under Section 8, 9, or 12 hereof or the rights or responsibilities of the parties arising prior to the termination of this Agreement.

If the foregoing is in accordance with your understanding of this Agreement, please sign and return to us a counterpart hereof, whereupon this letter agreement along with all counterparts will become a binding agreement between us in accordance with its terms.

Very truly yours,
PACIFICORP

By: Bruce N. Williams
Vice President and Treasurer

Accepted and agreed to as of the date first above written.
RBS SECURITIES INC.

By: Sam O. J...