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September 26, 2019

Via Electronic Filing

Public Utility Commission of Oregon
Attn: Filing Center
201 High St. SE, Suite 100
Salem OR 97301

Re: In the Matter of PACIFICORP, dba PACIFIC POWER,
Multi-State Process Intervenor Funding.
Docket No. UM 1586

Dear Filing Center:

Please find enclosed the Amendment to the Multi-State Process Third Amended and Restated Intervenor Funding Agreement, submitted on behalf of the Alliance of Western Energy Consumers, PacifiCorp, and the Oregon Citizens' Utility Board in the above-referenced docket.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Sincerely,

/s/ Jesse O. Gorsuch
Jesse O. Gorsuch

Enclosure

**AMENDMENT TO THE THIRD
AMENDED AND RESTATED INTERVENOR
FUNDING AGREEMENT**

This Amendment (“Amendment”) to the Multi-State Process (“MSP”) Third Amended and Restated Intervenor Funding Agreement (the "Agreement"), effective upon approval by the Oregon Public Utility Commission (“Commission”) (the "Effective Date"), is by and among PacifiCorp ("PacifiCorp"), an Oregon corporation; the Oregon Citizens' Utility Board ("CUB"), an Oregon nonprofit corporation; and the Alliance of Western Energy Consumers ("AWEC"), an Oregon nonprofit corporation (collectively, the "Parties"). All capitalized terms not defined herein have the meanings given to them in the Agreement.

RECITALS

WHEREAS, ORS 757.072 allows public utilities to enter into written agreements with an organization that represents broad customer interests in regulatory proceedings conducted by the Commission relating to public utilities that provide electricity or natural gas; and

WHEREAS, the Parties entered into the Agreement on January 1, 2019, which was subsequently approved by the Commission on January 16, 2019; and

WHEREAS, the Agreement provides \$45,000 each for CUB and AWEC to participate in MSP Activities during the Agreement’s Term; and

WHEREAS, the Parties recognize MSP Activities during the Term have become more time-consuming and costly than initially expected; and

WHEREAS, to account for the increased cost of participation in MSP Activities during the Term, the Parties wish to amend the Agreement, pursuant to Section 9.9, to increase the CUB and AWEC MSP Funds by a total of \$7,500 each;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Article 1 – Scope

1.1 Amendment

Section 4.2 of the Agreement is hereby amended as follows: PacifiCorp shall establish a separate CUB MSP Fund and AWEC MSP Fund, from which PacifiCorp can make MSP Fund Grants to each organization under this Agreement (collectively, the “MSP Funds”). For the Term of this Agreement, \$52,500 shall be made available in the CUB MSP Fund and \$52,500 shall be made available in the AWEC MSP Fund (the “Annual MSP Grant Amounts”). The Annual MSP Grant Amounts captured below reflect the \$7,500 increase above the \$45,000 initially made available to both CUB and AWEC in the initial Agreement.

| | |
|------|----------|
| CUB | \$52,500 |
| AWEC | \$52,500 |

1.2 Continuation of Agreement

Except as otherwise provided in Section 1.1, above, all other provisions of the Agreement shall remain unchanged and in full force and effect.

Article 2 – Miscellaneous

2.1 Dispute Resolution

The Parties agree to confer and make a good faith effort to resolve any dispute arising under this Amendment before bringing an action or complaint to the Commission or any court with respect to such dispute.

2.2 Parties' Cooperation and Support

The Parties shall file this Amendment with the Commission. The Parties agree to support this Amendment before the Commission and before any court in which the Amendment is considered. The Parties agree to support the Commission's adoption and issuance of rules necessary to implement the terms of this Amendment.

2.3 Enforcement

The Parties agree that the Commission may enforce the terms of this Amendment in the same manner as the enforcement of a Commission order. To the extent the Commission lacks authority to enforce or compel performance of particular terms of this Amendment, the Parties may seek enforcement in a court of competent jurisdiction of the State of Oregon. The jurisdiction over this Amendment of the Commission and the courts in the State of Oregon shall be exclusive.

2.4 Counterparts

This Amendment may be signed in any number of counterparts, each of which will be an original for all purposes, but all of which taken together will constitute only one agreement.

2.5 Successors

The terms and provisions of this Amendment and the respective rights and obligations of the Parties under this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors, including a successor created by the corporate renaming of any Party.

2.6 No Assignment

The benefits and obligations of this Amendment may not be assigned or transferred without the written consent of each of the other Parties and Commission approval.

2.7 Jury Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AMENDMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

2.8 Governing Law

This Amendment shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of choice of law.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

PACIFICORP

OREGON CITIZENS' UTILITY BOARD

By:  _____
Etta Lockey

By: _____

Title: VP, Regulation

Title: _____

ALLIANCE OF WESTERN ENERGY
CONSUMERS

By: _____

Title: _____

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PACIFICORP

OREGON CITIZENS' UTILITY BOARD

By: _____

Title: _____

Michael P. Goetz 9/23/19

By: Michael Goetz

Title: General Counsel

ALLIANCE OF WESTERN ENERGY CONSUMERS

Tyler Peppke

By: Tyler Peppke

Title: Attorney