

AMENDMENT NO. 1 TO CONTRACT BETWEEN THE COUNTY OF VENTURA AND RECURVE ANALYTICS

This "Amendment No. 1" to County Contract between the County of Ventura and Recurve Analytics, dated December 31, 2023 ("Original Contract"), by and between the County of Ventura ("County") and Recurve Analytics, Inc. ("Contractor"). Hereinafter, County and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. Contract not to exceed amount is increased by \$776,588.53 to \$1,241,945.53.
2. Contract term: Section 5 of the Contract is amended to extend the term of the Contract to December 31, 2026, and to allow for the extension.
3. Exhibit A to the Original Contract is deleted, superseded, and replaced in its entirety by the Exhibit A, attached hereto as Exhibit A - - Commercial Marketplace Scope of Work 2025 & 2026.
4. All provisions of the Original Contract shall remain in full force and affect unless expressly modified by this Amendment No. 1.
5. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
6. The Parties agree that this Amendment No. 1 may be transmitted and signed by electronic or digital means by either or both parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 through their duly authorized representatives as of the dates set forth below.

COUNTY OF VENTURA

RECURVE ANALYTICS, INC.

By: _____

By: _____

County Executive Officer

Name: _____

Title: _____

Date: _____

Date: _____



Commercial Marketplace Scope of Work 2025 & 2026

Definitions

“Aggregator(s)” - Participant in the Demand FLEXmarket providing technology and services to End Use Customers with project submittals to the Demand FLEXmarket for payment of incentives by the Program Administrator. The Aggregator is not the rate payer or End Use Customer, but the organization delivering the project.

“Aggregator Project Completion” - Shall be further defined in the Implementation Plan but is evidenced by receipt of the final invoice, as provided by the Aggregator to the End Use Customer. Recurve will track all payments owed to Aggregators based on the incentive structure and accrued energy savings detailed in the Implementation Plan.

“Anchor Measure” - Primary energy efficiency measure submitted in a Demand FLEXmarket Project. The Anchor Measure sets the Effective Useful Life which will be the basis of total grid value delivered by a Project.

“Avoided Cost Curve” - An 8760 hourly model from the California Public Utilities Commission representing marginal costs a utility would avoid in any given hour if a distributed energy resource avoided the provision of energy during that hour. This model is calculated over a 30-year time horizon for each utility and climate zone in the state. The Avoided Cost Curve will be the value stack underpinning Energy Savings and Aggregator payments in the Demand FLEXmarket.

“California Public Utilities Commission” or **“CPUC”** or **“PUC”** - Regulatory agency that regulates public and private utilities, Community Choice Aggregators, and Regional Energy Networks in the state of California. The CPUC sets the rules and regulations for energy efficiency programs and is the entity to whom the Demand FLEXmarket program will need to provide Claimed Savings.

“Claimable Savings” or **“Claimed Savings”** or **“Savings Claims”** - Savings reported by Program Administrators to the CPUC prior to formal evaluation, measurement, and verification (EM&V).

“Cost Effectiveness” - Comparison of an energy efficiency program’s benefits and costs to determine if the program is an effective investment compared with other resource options.

“Demand FLEXmarket” or **“DFM”** - The DFM is a non-prescriptive, pay-for-performance energy efficiency program model open to Aggregator participation, assuming the terms of the “Flexibility Purchase Agreement” or “FPA” are met and agreed to as outlined in Exhibit B herein.

“Effective Useful Life” or **“EUL”** - Estimated lifespan of a measure used in the calculation of Demand FLEXmarket incentives.



“End Use Customer(s)” – The person or entity that purchases electricity or natural gas from an electricity or natural gas utility company.

“Energy Savings” - The annual/first year reduction in kWh or therms over the baseline year, credited to a specific intervention or set of interventions at an End Use Customer’s site.

“Engineering Lead” - Recurve employee responsible for data coordination, processing, maintenance, and extract, transform and loading of program data into the Recurve platform.

“Fleet Manager” - A core aspect of the Recurve Platform, Fleet Manager is a visualization dashboard that delivers continuous tracking of project savings. Fleet Manager shows aggregated impacts across the program portfolio, as well as fine-grained transparency into all aspects of measurement to understand how results are derived.

“Flexibility Purchase Agreement” or “FPA” - Agreement made between Recurve and an Aggregator required for an Aggregator to participate in a DFM program. The FPA contains legal terms and conditions as well as other qualification requirements including insurance, workforce, safety, experience, etc.

“FLEXmarket QA Plan” or “QA Plan” - Refers to a plan outlining Recurve’s specific approach and requirements for meeting specified QA requirements.

“Forecasted Program Value” - An expression, in dollar value, of the total forecasted value to the program of installed Projects as defined in the M&V plan. Program value may differ from Total System Benefit (TSB), as the program -value is inclusive of any Multipliers to TSB -to encourage participation within certain population segments or by certain measure types. If no multiplier is applied to a project, TSB and forecasted program value will be the same. If a project is awarded a multiplier value, the TSB and forecasted program value will not be the same.

“Hard to Reach” or “HTR” - End Use Customers within the 3C-REN service territory meeting the below criteria. Serving HTR customers will be the primary focus of this program.

The CPUC establishes and updates the commercial HTR criteria. HTR-eligibility will be Participant-certified for language, business size, and facility. To meet the HTR definition, the Participant must certify they meet three (3) of the criteria below. Two (2) criteria are sufficient if one of the criteria met is geography. Businesses classified as “local government” also qualify as HTR.



Table 1. HTR Criteria

Category	Criterion Description
Language	Primary language spoken is other than English.
Business Size	25 or fewer employees and/or classified as Very Small (Customers whose annual electric demand is less than 20 kilowatts (kW), or whose annual gas consumption is less than 10,000 therms, or both).
Facility	Leased or Rented Facilities – Investments in improvements to a facility rented or leased by a participating business customer.
Geography	Business is in a Disadvantaged Community (DAC) OR located in Santa Barbara County or San Luis Obispo County
**Municipal	**Customers classified as “local government” within a DAC or within Santa Barbara or San Luis Obispo County also qualify as HTR
Native American	Member of a California Native American Tribe

“Implementation Plan” or “IP” - Plan submitted to the CPUC outlining the steps required to successfully launch the 3C-REN program described herein. The IP details the program design, processes and workflows required to operate.

“FLEX Ledger” or “Ledger” - A core aspect of the Recurve Platform, Ledger converts metered and assigned impacts into grid and customer value, and provides 3C-REN with per-meter and portfolio-level payment recommendations, and a log of payments issued.

“Marketplace Program Manager” - Lead Recurve employee responsible for implementation and ongoing operation of the Demand FLEXmarket deployment for 3C-REN.

“Measurement and Verification Plan” or “M&V Plan” - Plan which outlines the rules and process in which energy savings will be calculated and claimed within this program. This plan is governed by the requirements of the California Public Utilities Commission's (CPUC) population-level components of the NMEC Rulebook v.2. All NMEC approaches are based on pre- and post-intervention energy usage data observed at the meter for each project and each aggregator's portfolio.

“M&V Report” - Report developed by Recurve outlining savings measured per the process outlined in the M&V Plan. This report will be generated on a quarterly basis and will be the basis of Savings Claims with the CPUC.

“Multipliers” - Factors used in the calculation of a project's Program Value.

“Normalized Metered Energy Consumption” or “NMEC” - Meter based approach to quantifying energy savings.



“Non-Participant Data” - Refers to energy consumption data and metadata (descriptive data) for a population of sites within a proposed geographic region, not directly participating in the DFM. Non-Participant Data helps enable customer targeting and comparison group adjustments for exogenous impacts (COVID, natural disasters), within the DFM.

“Outreach Plan”- Plan that outlines all marketing and education tasks.

“Participant Data” - Refers to energy consumption data and metadata (descriptive data) for sites participating in the DFM. Participant Data enables ongoing Energy Savings tracking and is a requirement to run the DFM.

“Past Program Data” - Refers to previously completed demand side management projects within a proposed geographical region. Past Program Data helps enable automated eligibility checks within the DFM program.

“Payable savings” - The savings determined via the method and calculation software described in a program’s M&V Plan which constitute the basis of payments between the Program Administrator and Implementer. Payable savings determinations may differ from Claimable Savings in that Payable Savings may account differently for net-to-gross determinations, incentive Multipliers, and/or other similar considerations."

“Project(s)” - Refers to a program submission containing a pre-set list of customer, cost, and measure information that will be or that has been installed by an Aggregator to achieve energy savings for a single customer within the DFM. Projects shall follow the eligibility and enrollment process defined in the IP.

“Performance Payment” - Refers to the per-project fee Recurve bills 3C-REN quarterly . The Performance Payment is 5% of a particular project’s measured Total System Benefit .

“Program Manual”- The program guide that is updated regularly to capture program details and participation guidelines.

“Quality Assurance” or “QA” - Refers to a systematic process of determining whether a program and Projects submitted therein meet specified requirements. The DFM QA process has several components, including a review of qualifications and credentials, paperwork audits, the establishment of program standards, and field and photo inspections to ensure compliance with the California Uniform Building Code, including references to the International Building Codes. The following documents and information will be required to provide Quality Assurance.

1. Baseline annual consumption amounts for each Project
2. Anticipated Energy Savings
3. Technology measures or other energy efficiency improvements identified for installation.

“Recurve Platform”- Recurve’s proprietary measurement and verification (M&V) software that deploys open-source methods to measure the results of energy efficiency, electrification and other demand flexibility interventions. Depending on the agreement the Recurve Platform includes several features, such as Resource



Planner, a module used for designing programs and targeting flexibility resources, Fleet Manager, a module used for tracking program savings performance, and Ledger, a module used for managing payments to third parties and filing claims with regulatory agencies.

“Total Budget” - Refers to the overall total program budget inclusive of administrative, marketing and outreach, direct implementation, and incentives budgets.

“Total System Benefit” or “TSB” - An expression, in dollars, of the lifecycle energy, ancillary services, generation capacity, transmission and distribution capacity, and GHG benefits of energy efficiency activities, on an annual basis and is a comparable output of the DFM to CEDARS’ TSB output.

“Total Resource Costs” or “TRC” - Cost test which measures the net costs of a demand-side management program as a resource option based on the total costs of the program, including both the participants' and the Implementer's costs. The test is applicable to conservation, load management, and fuel substitution programs.

Task 1: Education and Outreach

Recurve shall provide education, and outreach support; Recurve will:

1. Adhere to 3C-REN’s branding and marketing requirements for materials created for direct End Use Customer engagement.
2. Work with 3C-REN staff to **develop and implement an Outreach Plan for the Commercial Marketplace** that includes:
 - a. Strategies to recruit local contractors as Aggregators
 - b. Strategies to recruit local contractors that already serve HTR Commercial customer segments as Aggregators
 - c. Methods to highlight the work of local Aggregators
 - d. Program website development

Task 2: Program Design and Implementation

Recurve shall manage the Demand FLEXmarket Program (including initial program design, ongoing program improvements, program management and reporting activities) as outlined in the following section:

1. Recurve shall assign sufficient personnel to fulfill day to day program and reporting activities, as defined above. The descriptions of personnel and number of staff to support the Commercial Marketplace are included in the staffing table in the “Residential Marketplace Scope of Work”.
2. Recurve shall support all required meetings and progress reporting requirements as follows:
 - a. *Kickoff Meeting*; Schedule and facilitate **one virtual project kickoff meeting** with the County and 3C-REN stakeholders. The meeting agenda shall be developed by Recurve with input from the 3C-REN team to align key tasks and important considerations. Anticipated



topics to be covered on this call include: alignment on program goals, design, incentive structures, M&V Plan, schedule, Outreach Plan and general marketplace operations.

- b. *Check-in Meetings*; The Marketplace Program Manager shall organize **a series of recurring touchpoint meetings on a weekly basis or mutually agreed upon frequency**. These meetings will be held virtually, with the option for in person attendance if conditions permit, and will allow time to share program updates, discuss challenges and answer any questions from the 3C-REN stakeholder group.
- c. *Progress Reporting*; Perform progress reporting duties for 3C-REN and CPUC stakeholders by providing **quarterly and annual written progress reports to 3C-REN**. Savings impacts will be measured and tracked within the Recurve Platform which can be utilized to identify and remedy potential issues. Recurve will provide near real-time access to this data, via monthly Recurve Platform refreshes using utility data as available, for authorized stakeholders including the following program metrics:
 - i. First-year annual and lifecycle energy and demand savings (kWh, therms, kW)
 - ii. Depth of interventions (energy savings as a fraction of total site consumption)
 - iii. Greenhouse gas emissions savings (metric tons of CO₂ reduction)
 - iv. The grid value of savings delivered (TSB)

3. Recurve shall manage all processes, communications and contracts with Aggregators including:

- a. **Qualify and contract with a sufficient number of Aggregators** to achieve energy savings goals and meet 3C-REN's goals to support local contractors.
- b. Provide ongoing Aggregator training and technical support to achieve program savings goals including the following tasks:
 - i. Train Aggregators to develop Projects or portfolios of Projects pursuant to the terms of the FPA (attached hereto as Exhibit B).
 - ii. Provide a **project estimator tool** for Aggregators to forecast incentive payments for each project and verify project incentive estimations for accuracy during project enrollment and budget reservation.
 - iii. Train Aggregators on methods to engage customers in DFM during traditional service or repair calls.
 - iv. Support Aggregators in accessing financing mechanisms once developed.
 - v. Train Aggregators on methods to properly collect and provide evidence for attestation of equity criteria for multiplier eligibility.
 - vi. Train Aggregators on coordination protocols for Aggregators when multiple Aggregators are serving the same or similar End Use Customer groups.
 - vii. Maintain the list/display of aggregators and contractors that populates 3C-REN's website with accurate and up to date information, as needed.
 - viii. Promptly notify 3C-REN of any customer concerns and work with both customers and aggregators to address and resolve concerns to ensure that customers do not have a poor experience with the program. If customer complaints arise, Recurve will document how they will be solved

4. Recurve shall manage all aspects of the DFM program functions; Recurve will:



- a. Support the development and regular updates of 3C-REN's **Commercial Marketplace IP** and Commercial Marketplace Program Manual as applicable.
 - b. Implement the Commercial Marketplace M&V Plan once finalized with 3C-REN.
 - c. Implement the Commercial Marketplace QA Plan once finalized with 3C-REN.
 - d. Implement the Commercial Marketplace Program Manual once finalized with 3C-REN.
 - e. Collect and store all Aggregator and programmatic data and provide in a format compatible with 3C-REN's Salesforce account for upload by Frontier monthly onto 3C-REN's Salesforce account monthly. Data will include Project costs, predicted Energy Savings, measure lists, and enrollment dates.
 - f. Aggregate a portfolio of Projects for each participating Aggregator and one portfolio for the DFM, calculate DFM Energy Savings for each Aggregator, and collect all necessary data for DFM infrastructure as defined by the Implementation Plan.
 - g. Implement a process to approve predicted grid value of first-year NMEC savings provided by Aggregators. The approval process shall be described in 3C-REN's IP.
 - h. Update DFM to align with CEDARS calculation specifications on an annual basis
 - i. Apply utility data sets (as available) to develop lists of target customers and share with Aggregators in a method approved by 3C-REN.
 - j. Include incentive multipliers to drive equity outcomes such as savings within the Commercial customer segment, as outlined in the IP.
 - k. Support 3C-REN in potential incentive multipliers to drive high performance measures and other desired programmatic outcomes.
 - l. Generate and validate Aggregator invoices to provide to 3C-REN on a monthly basis.
 - m. Provide 3C-REN with standard program savings reports (quarterly and annually) to support 3C-REN's preparation of Savings Claims.
5. Recurve shall report NMEC savings considering the following:
- a. Adhere to the CPUC' "Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption, Version 2.0, Release Date: January 7, 2020", Recurve shall be responsible for tracking updates or new versions of the rulebook and shall ensure that all Aggregators utilize the updated or new versions once released.
 - b. Within one year plus 60 days after completion of each Project, Recurve shall provide verified data, completed NMEC savings assessments, and supporting materials, including auditable meter-level records of calculations, to 3C-REN for the purposes of supporting Savings Claims filings with the PUC and/or any other governing authorities as may be required. Savings Claim methodology will be specified in 3C-REN's IP filed with the PUC prior to program launch. To maintain the timeline outlined above, site-level meter data, as defined in the IP, must be received within 30 days after a Project finishes tracking savings. Any delays in receipt of data may lead to delays in the Claimable Savings timeline.
 - c. For Payable Savings Recurve shall:
 - i. Incorporate Payable Savings per the Implementation Plan.
 - ii. Report verifiable Payable Savings to 3C-REN for the purpose of invoicing and paying Aggregators.
 - iii. Create a reproducible methodology for assigning payments to Aggregators where deviations from standard methodology may be allowed.



- d. Deliver program results via monthly refreshes of the Recurve Platform in Fleet Manager, and quarterly measured incentive payment recommendations in Ledger, using utility-provisioned data as available.
6. Recurve shall provide Demand FLEXmarket administrative support; Recurve will:
 - a. Annually, provide 3C-REN with Cost Effectiveness forecasts and budget requests that rely on and incorporate the primary measure load shape from CPUC's Database of Energy Efficiency Resources or approved work papers.
 - b. Provide 3C-REN with an M&V Report, within three months of the close of each program year.
 - c. Support 3C-REN or CPUC-led EM&V studies or program evaluations by collecting and submitting project, Aggregator, and program-level data.
 - d. Provide 3C-REN and/or the CPUC with access to auditable records for regulatory Savings Claims or evaluations.
 - e. Provide Quality Assurance by providing the following documents and information to 3C-REN:
 - i. Baseline annual consumption amounts for each Project (as available)
 - ii. Anticipated Energy Savings
 - iii. Technology measures or other energy efficiency improvements identified for installation.
7. Recurve will support 3C-REN with NMEC data acquisition and access as outlined below through IOUs, partner CCAs, 3rd party providers, and regulatory avenues:
 - a. Participant Data (minimum required data field to facilitate the DFM)
 - b. Non-Participant data (to allow for customer targeting and comparison groups)
 - c. Past Program Data (to automate project eligibility)
8. As reasonably required for program implementation and reporting, Recurve will provide support to 3C-REN throughout the duration of this contract on an as needed basis to assist with developing or reviewing documents or data for CPUC processes related to the FLEXmarket, including biannual advice letters, business plan development, etc.
9. During the measurement year, Recurve shall support 3C-REN with the following additional activities to ensure program compliance, reporting, and closure:
 - a. Data Validation and Savings Verification:
 - i. Complete NMEC-based Measurement and Verification (M&V) activities to establish final, verified energy savings and demand impacts in accordance with the CPUC's NMEC Rulebook and the approved M&V Plan.
 - ii. Conduct statistical analyses, normalize baselines, and verify savings with auditable, meter-level records to support regulatory compliance and Savings Claims filings.
 - b. Final Project Payments:
 - i. Calculate and recommend final payments to Aggregators based on verified Payable Savings, adhering to the payment terms outlined in the Implementation Plan.



- ii. Ensure all payment recommendations are traceable and align with approved methodologies.
- c. Final Reporting and Program Closeout:
 - i. Prepare final reports summarizing program outcomes, including first-year and lifecycle energy and demand savings, grid value delivered, cost-effectiveness metrics, and greenhouse gas emissions reductions.
 - ii. Provide 3C-REN with all required documentation to support program closure, including final Savings Claims, compliance reports, and aggregated program data.
- d. Stakeholder Engagement and Lessons Learned:
 - i. Present findings to 3C-REN and stakeholders through progress meetings and final presentations.
 - ii. Document lessons learned and provide recommendations to inform future program cycles and enhancements.



Task 3: Compensation

For Commercial Marketplace program services provided under this agreement, Recurve shall invoice County of Ventura in accordance with the amount(s) and schedule as specified below:

Table 3.1: 2025 & 2026 Compensation

1. Budget table. The following budget breakdown indicates estimated spend by category aligned with CPUC cost definitions.

Cost Category	2025 Total	2026 Total	% of Total Budget
Non-Incentives			
Direct Implementation – Non-Incentive (Fixed) <ul style="list-style-type: none"> • Reporting • Data Request Responses • Processing project submittals • QA/QC • Education/Training of Aggregators • Project Management • Program Development & Design • Recurve Platform 	\$286,528	\$295,913.40	15 %
Direct Implementation – Non-Incentive (Variable) <ul style="list-style-type: none"> • Verified, Measured Total System Benefit 	\$95,509.33	\$98,637.80	5%
<i>Non-Incentive Subtotal & Recurve's Not to Exceed Total</i>	<i>\$382,037.33</i>	<i>\$394,551.20</i>	<i>20%</i>
Incentives			
Direct Implementation – Incentives Not paid by Recurve	\$1,528,149.33	1,578,204.80	80%
<i>Incentives Subtotal</i>	<i>\$1,528,149.33</i>	<i>1,578,204.80</i>	<i>80%</i>
Total Budget	<i>\$1,910,186.67</i>	<i>\$1,972,756</i>	<i>100%</i>

2. Monthly invoices. Recurve will invoice County of Ventura every month on the 15th of the month for all fees due in the prior month. Monthly invoices for Direct Implementation will be equal to 15% of the Total Budget divided by the number of months of program delivery. (In this case, program delivery duration is 24 months). So, Recurve will invoice County of Ventura \$23,877.33 monthly in 2025 and \$24,659.45 monthly in 2026. Additionally, Recurve will invoice quarterly for Performance Payments, as defined above, which shall be equal to 5% of the Total System Benefit for each Project completed.



TABLE 3.2: 2024 Compensation- For Historical Reference

1. 2024 Budget table. The following budget breakdown indicates estimated spend by category aligned with CPUC cost definitions.

Cost Category	Total	% of Total Budget
Non-Incentives		
Administration <ul style="list-style-type: none">• Administrative labor• Reporting• Data Request Responses• Ad-hoc support• Etc.	\$139,607	7.5%
Direct Implementation - Non Incentive <ul style="list-style-type: none">• Processing project submittals• QA/QC• Education/Training of Aggregators• Project Management• Program Development & Design• Recurve Platform• Etc.	\$325,750	17.5%
<i>Non-Incentive Subtotal & Recurve's Not to Exceed Total</i>	<i>\$465,357</i>	<i>25%</i>
Incentives		
Direct Implementation – Incentives Not paid by Recurve	\$1,396,074	75%
<i>Incentives Subtotal</i>	<i>\$1,396,074</i>	<i>75%</i>
Total Budget	<i>\$1,861,432</i>	<i>100%</i>

2. Monthly invoices. Recurve shall submit written invoices to 3C-REN every month on the 15th of the month for all fees due in the prior month. Each invoice will have two distinct components. The first component will be an administration fee equal to 7.5% of the Total Budget divided by the number of months of the contract duration. In this case, the contract duration is 12 months so Recurve will invoice 3C-REN \$11,634 monthly for the administration fee. The second component of the invoice will be the Project Completion Fee, as defined above, and shall be equal to 17.5% of the Forecasted Program Value as defined above for each Project submitted in the prior month. NTE \$ 465,357.