

AMENDMENT NO. 1 TO CONTRACT 8684 BETWEEN THE COUNTY OF VENTURA AND RECURVE ANALYTICS

This "Amendment No. 1" to County Contract No. 8684 between the County of Ventura and Recurve Analytics, dated March 1, 2022 ("Contract"), is made and entered into by and between the County of Ventura ("County") and Recurve Analytics, Inc. ("Contractor"), effective January 1, 2024.

NOW, THEREFORE, the parties hereby agree to amend the Contract as follows:

1. Contract term. Section 5 of the Contract is amended to extend the term of the Contract from January 1, 2024, to December 31, 2024.
2. Contract not to exceed amount is increased by \$1,028,646 to \$2,503,646.
3. Exhibit A. The "Scope of Work" Form set forth in "Exhibit A" to the Contract is replaced with and superseded in its entirety by the "Residential FLEXmarket Scope of Work," attached hereto as Exhibit A.
4. All provisions of the 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 hereto 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 hereto have duly executed this Amendment No. 1 through their duly authorized representatives as of January 1, 2024.

COUNTY OF VENTURA

RECURVE ANALYTICS, INC.

By: _____

By: _____

Name: _____

Name: _____

GSA Purchasing Agent

Title: _____

Date: _____

Date: _____

Exhibit A



2024 Residential FLEXmarket Scope of Work

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.

“Customer Success Specialist” - Recurve employee responsible for administrative, onboarding and coordination activities including tasks such as meeting coordination, platform set-up, meeting notes, customer material development and general customer service.

“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.

“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.

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

1. San Luis Obispo and Santa Barbara County - Must meet one of the following:
 - a. Language - Primary language spoken is other than English
 - b. Income - Those who qualify for the California Alternative Rates for Energy (CARE) or the Family Electric Rates Assistance Program (FERA).
2. Ventura County - Must be located in a disadvantaged community (DAC) and meet one of the following:
 - a. Language - Primary language spoken is other than English
 - b. Income - Those who qualify for the California Alternative Rates for Energy (CARE) or the Family Electric Rates Assistance Program (FERA).

“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.

“Marketplace Program Manager” - Lead Recurve employee responsible for overseeing the 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.

“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 (such as COVID), 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, non-routine events and outliers, 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

“Project Completion Fee” - Refers to the per-project fee Recurve bills 3C-REN upon completion of a project. The Project Completion Fee is 15% of a particular project’s Forecasted Program Value.

“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 provided 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.

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

“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: Marketing, Education and Outreach

Recurve shall provide marketing, 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** that includes:
 - a. Strategies to recruit local contractors as Aggregators
 - b. Strategies to recruit local contractors that already serve HTR customer segments as Aggregators
 - c. Methods to highlight the work of local Aggregators
 - d. Program website development and maintenance

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 the following personnel to fulfill day to day program and reporting activities, as defined above:

Assigned Resources	2024 Markets	Notes
Market Manager	50% FTE	Primary point of contact with Client, responsible for on time on budget delivery of the contract. Supports the rest of the teams when needed
Deliverable Engineering	25% FTE	Responsible for creation of deliverables (reports, Fleet Manager/Ledger)

Aggregator Management	125% FTE	Primary point of contact for existing Aggregators on market participation. Recruitment and training on new Aggregators
Pipeline Management	50% FTE	Responsible for the management of the project pipeline. QA of project paperwork, management of 3rd party Engineering
Total	250% FTE	-

2. Recurve shall support all required meetings and progress reporting requirements as follows:
 - a. *Check-in Meetings*; The Marketplace Program Manager and Customer Success Specialist 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.
 - b. *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 Recurve's tools which can be utilized to identify and remedy potential issues. Recurve will provide near real time access to this data for authorized stakeholders including the following program metrics:
 - i. First-year annual and lifecycle energy savings (kWh, therms)
 - ii. Depth of interventions (energy savings as a fraction of total site consumption)
 - iii. Greenhouse gas emissions savings (metric ton of CO2 reduction)
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 to meet 3C-REN's goals of local contractor engagement.
 - 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 in task 4.
 - v. Train Aggregators on coordination protocols for Aggregators when multiple Aggregators are serving the same or similar End Use Customer groups once

developed in task 4.

- c. Introduce 3C-REN residential leads to aggregators that provide the service that they are looking for in the location (city, county, etc) where it is being requested.
 - i. Track residential introductions via 3C-REN's Salesforce.
- d. Maintain the list/display of aggregators and contractors that populates 3C-REN's website with accurate and up to date information.

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

- a. Support the development and regular updates of 3C-REN's **Single-Family IP** and Program Manual as applicable.
- b. Implement the M&V Plan
- c. Implement the QA Plan
- d. Follow all policies and procedures as outlined in the Program Manual.
- 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. Develop and implement coordination protocols for Aggregators when multiple Aggregators are serving the same or similar End Use Customer groups or are otherwise in competition.
- i. Work with 3C-REN to identify and implement financing mechanisms for Aggregators.
- j. Apply utility data sets (as available) to develop lists of target customers and share with Aggregators in a method approved by 3C-REN.
- k. Include incentive adjustments to drive equity outcomes such as savings within the HTR customer segment, as outlined in the IP.
- l. Support 3C-REN in potential incentive adjustments to drive high performance measures and other desired programmatic outcomes.
- m. Generate and validate Aggregator invoices to provide to 3C-REN on a monthly basis.
- n. 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.
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:
 - iv. Baseline annual consumption amounts for each Project
 - v. Anticipated Energy Savings
 - vi. 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:
- i. Participant Data (minimum required data field to facilitate the DFM)
 - ii. Non-Participant data (to allow for customer targeting and comparison groups)
 - iii. 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.

Task 3.1: 2024 Compensation

For Demand FLEXmarket program services provided under this agreement, Recurve shall invoice 3C- REN in accordance with the amount(s) and schedule as specified below:

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.	\$295,000	6.8%
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.	\$733,646	17%
<i>Non-Incentive Subtotal (Recurve's not to exceed total)</i>	<i>\$1,028,646</i>	<i>23.8%</i>
Incentives (not paid by Recurve)		
Direct Implementation - Incentives	\$3,295,937	76.2%
<i>Incentives Subtotal</i>	<i>\$3,295,937</i>	<i>76.2%</i>
Total Budget	\$4,324,583	100%

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 6.8% 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 \$24,583.33 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% of the Forecasted Program Value as defined above for each Project submitted in the prior month.

Task 3.2: 2022-2023 Compensation- For Historical Reference

1. 2022-2023 Program 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. 	\$295,000	5%
Marketing & Outreach <ul style="list-style-type: none"> • Preparing and distributing collateral • Supporting outreach events • Advertising • Etc. 	\$147,500	2.5%
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. 	\$1,032,500	17.5%
<i>Non Incentive Subtotal & Recurve's Not to Exceed</i>	<i>\$1,475,000</i>	<i>25%</i>
Incentives		
Direct Implementation - Incentives Not Paid by Recurve	\$4,425,000	75%
<i>Incentives Subtotal</i>	<i>\$4,425,000</i>	<i>75%</i>
Total Program Budget	<i>\$5,900,000</i>	<i>100%</i>

2. Monthly invoices. Recurve shall submit written invoices to County of Ventura 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 10% of the Total Program Budget divided by the number of months of the program duration. (In this case, the program duration is 22.5 months). The second component of the invoice will be the Project Completion Fee, as defined above, and shall be equal to 15% of the Forecasted Program Value as defined above for each Project submitted in the prior month. NTE \$1,475,000