

COUNTY OF VENTURA CONTRACT NUMBER # _____

C O N T R A C T

This Contract is entered into this 31st day of December 2023, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County," and Recurve Analytics Inc., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A. Notwithstanding anything herein to the contrary, the total sum of all payments made by County to Contractor for services rendered under this Agreement shall not exceed \$465,357 (the "Not To Exceed Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services rendered that is in excess of the Not To Exceed Limit.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County only as to the result to be accomplished by the services hereunder

agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from December 31, 2023 through December 31, 2024, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this Contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to affect such continued payment are not appropriated, County may terminate this Contract, or any part hereof, as thereby affected and Contractor will relieve County of any further obligation therefore.

6. **TERMINATION**

Notwithstanding anything herein to the contrary, the County may terminate this Contract at any time for any reason by providing 30 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

If the County defaults in the performance of any term or condition of this Contract, County must cure that default by a satisfactory performance within 10 days after service upon County of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend (with counsel acceptable to County), indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or intentional misconduct of County.

Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County is to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours, with at least a 24 hours advance notice. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Alejandra Tellez of the County of Ventura County Executive Office, Sustainability Division, or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law. Notwithstanding the foregoing or anything else herein, Recurve shall retain all rights, title and interest in all of Recurve's existing Intellectual Property, even if such Intellectual Property is incorporated into the deliverables provided by Recurve pursuant to this contract.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
County Executive Office
800 South Victoria Avenue, L#1050
Ventura, CA 93009

TO CONTRACTOR: Recurve Analytics Inc.
364 Ridgewood Avenue
Mill Valley, CA 94941
Attn: Matt Heimann

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract.
2. Exhibit A

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date first set forth above.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

EXHIBIT "A"

CONTRACTOR RESPONSIBILITIES

See Scope of Work

COMPENSATION SCHEDULE

Payment terms are typically Net 30 Days of verified invoiced amounts, in arrears for services rendered or deliverables. Upfront payments are allowed in limited situations.

Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

Recurve Scope of Services – Term Additions:

1. COUNTY OF VENTURA OBLIGATIONS:

During the term of this Agreement, and in addition to 3C-REN's other obligations under this Agreement, 3C-REN agrees to:

1.1 Promptly upon request from Recurve, provide Recurve all pertinent data and records necessary for Recurve's delivery of the Services.

1.2 Pay undisputed and verified invoiced amounts to Aggregators within 30 days of receiving invoices and supporting documentation from Recurve.

2. REPRESENTATIONS AND WARRANTIES:

2.1 **GOOD STANDING.** Each of the County of Ventura and Recurve represents and warrants that it has full power and authority to execute, deliver and perform its obligations under this Agreement.

3. SCOPE OF WORK: PROGRAM ASSUMPTIONS AND UNDERSTANDINGS

3.1 The County of Ventura and 3C-REN is not a party to the Flexibility Purchase Agreements with Aggregators.

3.2 Recurve is authorized to modify the form of Flexibility Purchase Agreement used with specific Aggregators, including modification to any Flexibility Purchase Agreement exhibit with reasonable notification to the County of Ventura and 3C-REN of any changes.

3.3 The County of Ventura and 3C-REN is authorized to review each Measurement and Verification Plan and Quality Assurance Plan. Modification of any Measurement and

Verification Plan that includes payment terms shall require the County of Ventura and 3C-REN's prior written consent.

3.4 Unless otherwise agreed to in writing by both Parties, the County of Ventura and 3C-REN shall be responsible for issuing payments to Aggregators for undisputed invoiced amounts.

3.5 Parties acknowledge that Recurve is not responsible for submitting the County of Ventura's Implementation Plan to the California Energy Data and Reporting System.

3.6 Energy savings and population-level NMEC rules are defined by the "Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption, Version 2.0".

3.6.1 Updated or new versions of this rulebook shall apply to this agreement and be used by the County of Ventura and Recurve once released.

3.7 Customer data obtained by Recurve from the IOUs for implementation of the 3C- REN Single Family program will be used exclusively for that purpose. Recurve will abide by all utility data use agreements that limit use to program implementation and any protocols for verifying compliance.



Commercial Marketplace 2024 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. 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

“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.

“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 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: 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 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.
 - 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 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 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 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.

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. 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 Commercial 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:
 - i. Baseline annual consumption amounts for each Project
 - 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.



Task 3: Compensation

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

1. 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.