

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**3188107**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services, California Building Standards Commission

CONTRACTOR'S NAME

National Fire Protection Association

2. The term of this Agreement is: **May 1, 2016**  
 or upon DGS/OLS approval, whichever is later through **December 31, 2019**

3. The maximum amount of this Agreement is: **\$0.00**  
 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 Pages
Exhibit A, Attachment A – Depository Libraries	2 Pages
Exhibit A, Attachment B – Selective Depository Libraries	4 Pages
Exhibit A, Attachment C – Code Adoption Cycle	1 Page
Exhibit B –Payment and Compensation Provisions	2 Pages
Exhibit C* – General Terms and Conditions	GTC - 610

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

International Association of Plumbing and Mechanical Officials

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Kimberly A. Fontes, Division Director, Product Development

ADDRESS

1 Batterymarch Park, Quincy, MA 02169

**STATE OF CALIFORNIA**

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Mia Marvelli, Executive Director

ADDRESS

2525 Natomas Park Drive, Suite 130  
 Sacramento, CA 95833

*California Department of General Services Use Only*

Exempt per:

## **EXHIBIT A**

### **SCOPE OF WORK**

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

#### **1. PROJECT SUMMARY**

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as "2014 NEC"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the "CEC"); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the "2016 CEC"); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre-assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the "2016 CEC Supplements"), errata supplements, and emergency supplements.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

## 2. TERM

A. The term of this agreement is May 1, 2016 through December 31, 2019 (44 Months).

## 3. PROJECT REPRESENTATIVES

A. The Project Representatives during the term of this agreement will be:

CBSC Contract Administrator
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-0355 <a href="mailto:kevin.day@dgs.ca.gov">kevin.day@dgs.ca.gov</a>

Contractor's Contract Administrator
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 <a href="mailto:drose@nfpa.org">drose@nfpa.org</a>

B. Any changes in Contractor's project representatives must be reported to the CBSC Contract Administrator and NFPA immediately, in writing.

## 4. PERFORMANCE DETAILS

### Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC supplements, errata and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC upon the following terms and conditions: In the event that NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until NFPA recommences

furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

2. Make such changes to the Licensed Property as CBSC determines are required for the Code.
  3. Affix copyright and trademark notices to the Code as directed by CBSC and required by NFPA.
  4. Post all supplements which may contain material copyrighted by NFPA on the NFPA website in "read-only" format.
- B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the Code and all Code Supplements in accordance with the terms of this Agreement.

## **5. SERVICE DETAILS**

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
  2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on NFPA website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
  3. NFPA has provided CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

## **6. WORK DETAILS**

- A. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by CBSC, copies of the 2016 CEC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to NFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA the proofed and approved final text on or before May 15, 2016, NFPA shall be provided with a period of 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the Code.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall be shown with a strike through the language in the code. NFPA will show non-adopted language in legislative (strike thru) text and will note as not adopted by the State on each page.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the Code which are thereafter generated by NFPA shall not be printed in the Code unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the Code for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a second draft.
- F. WITHIN a reasonable time after receipt of the second draft of the Code from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the

Code. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the Code is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

H. Time is of the essence:

1. Because the Code may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
  2. The July 1, 2016, date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
  3. CBSC and NFPA shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
  4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or Errata. Therefore, when CBSC submits any Supplements or Errata to NFPA, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. NFPA shall notify CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, CBSC shall expect NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
  5. Neither NFPA nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which NFPA or CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:
1. Code
    - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CEC.
    - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
    - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing

more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.

- d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
  - e. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
  - f. NFPA and/or Authorized Agent and Licensee and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
2. Index will remain as it appears in the 2014 Licensed Property with California amendments as necessary.
  3. Italics shall not be used to identify defined terms.
  4. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
    - a. Cover Art
    - b. Preface
    - c. Acknowledgement
    - d. California Agency Information Contact List
    - e. How to Distinguish Between Model Code Language and California Amendments
  5. California language will be in italics or other form as specified by codification.
  6. All chapters will begin on a right hand page.
  7. Running heads will read "2016 California Electrical Code" etc.
  8. State-agency acronyms will be used throughout the 2016 Code.
  9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
  10. The Matrix Adoption Table will be in the front of each correlating chapter of the Code and available as a supplement so it can be inserted in the front of each Code.
  11. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and

Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.

12. A card may be placed in the Code advertising other NFPA and/or Authorized Agent and Licensee publications.

#### J. Supplements and Errata

1. Supplements to the code shall be printed on 20 lb. light blue paper, seven-hole drilled and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. Errata Sheets shall be printed on 20 lb. buff paper, seven-hole drilled and be individually shrink-wrapped.
6. Errata Sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

#### K. Distribution

1. NFPA shall establish a distribution method in consultation with the CBSC.
2. NFPA shall distribute a minimum of 200 complimentary copies of the Code as per list provided by CBSC on or before July 1, 2016
3. NFPA may wholesale the Code to other resellers in California.
4. NFPA reserves the right to include advertising material of related support products/services in distribution of the Code, provided said material is not a part of the official text of the California Electrical Code. Any advertising would be clearly denoted and included as a separate insert.



**Exhibit A, Attachment A**

**Depository Libraries**

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Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

**Complete Depository Libraries**

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002  
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010



## **Exhibit A, Attachment B**

### **Selective Depository Libraries**

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Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001

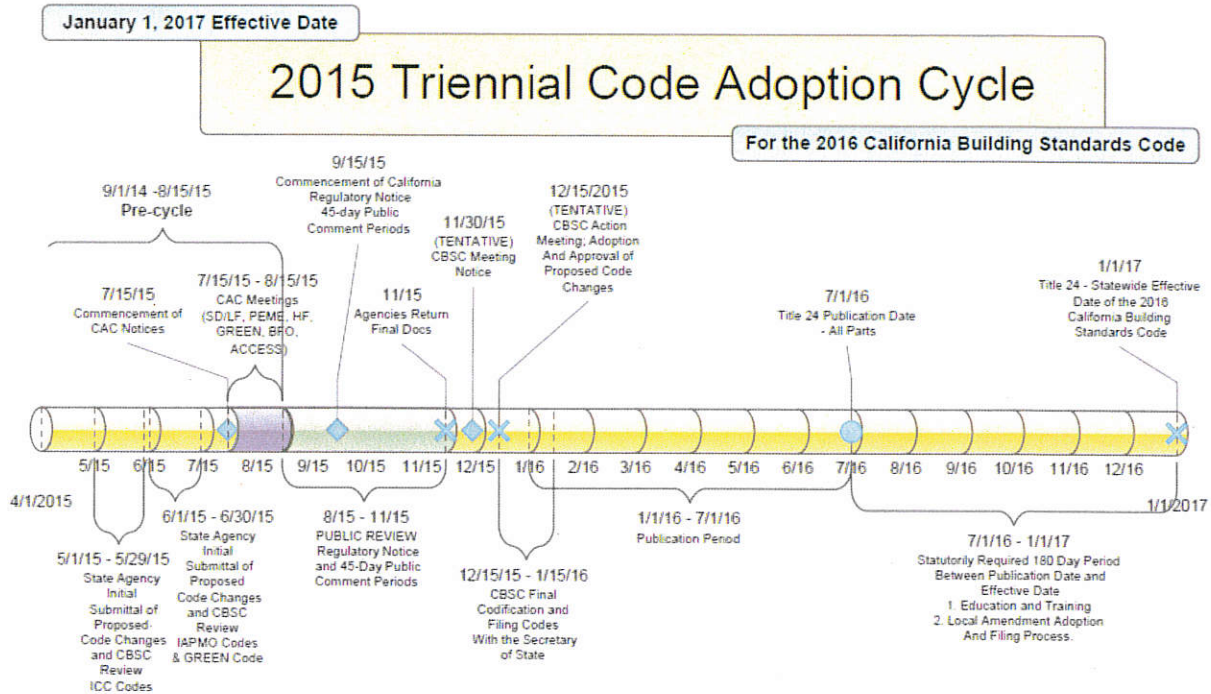
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299  
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090  
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910  
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013  
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243  
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326  
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102  
Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907  
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533  
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521  
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301  
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230  
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100  
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534  
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817  
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955  
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340  
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556  
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,  
CA 96001  
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,  
CA 94063-1868  
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,  
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203  
**Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814  
Sacramento Public Library, Central Library-Reference Department, 828 I Street,  
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA  
92401  
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,  
CA 92410  
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San  
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999  
San Francisco State University, Government Publications Dept., J. Paul Leonard  
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,  
Stockton, CA 95202  
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA  
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis  
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063  
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second  
Floor, Santa Barbara, CA 93101  
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004  
Santa Clara University, Government Documents Dept., Michel Orradre Library,  
500 EI  
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060  
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,  
CA 95060  
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,  
CA 93454  
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403  
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050  
Wilshire

- Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
- Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
- Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
- Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
- University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
- University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
- University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
- University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

**Exhibit A, Attachment C**

**2016 Intervening Code Adoption Cycle Timeline –**



- CAC Committees:**  
 SDLF – Structural Design/ Lateral Forces  
 PEME – Plumbing, Electrical, Mechanical & Energy  
 HF – Health Facilities  
 GREEN – Green Building  
 BFO – Building, Fire & Other  
 ACCESS – Accessibility

\* All dates are subject to change



**EXHIBIT B**

**PAYMENT AND COMPENSATION PROVISIONS**

- A. **Compensation.** In consideration of the opportunity provided to NFPA by CBSC to make sales of the Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA agrees to furnish the Code in loose-leaf format on the following basis:
1. NFPA shall make the Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA at no additional charge.
  2. Any bookstore or other vendor may purchase the Code from NFPA for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge.
  3. NFPA shall provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2016 Code, and three (3) copies of all 2016 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.
  4. NFPA may sell the Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
  5. NFPA and/or Authorized Agent and Licensee will send the State an annual report of units sold. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
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Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833
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- C. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such

publications widely available to residents of the State of California. During the term of this Agreement, NFPA shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. NFPA shall deliver up to 30 complimentary copies of the Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA of any terminations.
2. NFPA shall deliver up to 200 complimentary copies of the Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.

**D. Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

**E. Funding.** NFPA understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefore by the State Legislature as approved by the Governor.