## **STATE BUILDING STANDARDS CODE AGREEMENT** BETWEEN

#### CALIFORNIA BUILDING STANDARDS COMMISSION AND

# THE INTERNATIONAL CODE COUNCIL

(California Building Standards Code – Title 24, Parts 1, 6, 8, 11, & 12)

This Agreement is made this <u>15th</u> day of <u>October</u> 2012, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

- A. WHEREAS, CBSC periodically adopts, approves and codifies building code standards and amendments pursuant to Section 18928.1 of the <u>California Health and Safety Code</u>; and
- B. WHEREAS, CBSC is the sole owner of the copyrights to the 2013 California Building Standards Administrative Code (Title 24, Part 1), 2013 California Energy Code (Title 24, Part 6), 2013 California Historical Building Code (Title 24, Part 8), 2013 California Green Building Standards Code (Title 24, Part 11) and 2013 California Referenced Standards Code (Title 24, Part 12) (collectively, "Licensed Property"); and
- C. WHEREAS, CBSC desires to publish, on or before July 1, 2013, 2013, editions of the Licensed Property, as part of the 2013 State Building Code (SBC); and
- D. WHEREAS, ICC and CBSC desire to facilitate the publication of the 2013 editions of the Licensed Property in a pre-assembled loose leaf format; and
- E. WHEREAS, ICC and CBSC desire to make available necessary annual amendments from time to time to the 2013 editions of the Licensed Property, as well as supplements to the 2013 editions of the Licensed Property in response to emergency regulations (the 2013 editions of the Licensed Property, amendments thereto, supplements thereto in response to emergency regulations, and all related errata sheets, collectively referred to herein as "the 2013 Code").

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

# 1. Ownership.

- 1.1 The <u>2013</u> Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the <u>2013</u> Code to ICC.
- 1.2 The ownership rights defined in this paragraph 1 shall survive the termination of this Agreement.

2. <u>Grant of License.</u> CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the <u>2013</u> Code in any format, including print and electronic, in accordance with the terms of the Agreement. CBSC shall retain the right to create and distribute derivative or secondary works (such as handbooks, checklists, training materials and study guides) that incorporate <u>2013</u> Code text.

In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement pursuant to paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the 2013 Code, then CBSC may print and publish or authorize the printing of and publication of the 2013 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2013 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2013 Code, for any reason, 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, then the CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the 2013 Code, whichever occurs first, without compensating ICC.

**<u>3. Technical Services.</u>** Immediately after the execution of this Agreement, ICC shall commence the following services related to the development and publication of the 2013 Code:

- 3.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the <u>2013</u> Code in a loose-leaf format.
- 3.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the <u>2010</u> Code, and three (3) copies of all <u>2013-2010</u> 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.

**<u>4. Sale of Code.</u>** ICC agrees to furnish the <u>2013</u> Code in loose-leaf format on the following basis:

- 4.1 ICC shall make the 2013 Code described in Paragraph 3.1 hereof available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all Supplements, supplements in response to emergency regulations, and all related errata sheets, from ICC at no additional charge in accordance with the provisions of Paragraph 6.
- 4.2 Any bookstore or other vendor may purchase the 2013 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent Supplements, supplements in response to emergency regulations, and all related errata sheets, from ICC at no additional charge in accordance with the provisions of Paragraph 6 hereof.
- 4.3 ICC shall provide to CBSC the electronic files of the <u>2013</u> Code, along with any supplements and emergency updates, in order that the CBSC may make <u>the the 2013</u> Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD available to the CBSC for internal use as provided in this sub-paragraph.
- 4.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2013 Code (separate from the actual 2013 Code language). Necessary language will be added to differentiate supportICC materials from

the 2013 Code. CBSC reserves the right to review such material in advance and shall be provided with such materials at least thirty (30) days prior to publication.-

- 4.5 ICC reserves the right to sell the 2013 SBC0Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
- 5. <u>State Code Distribution.</u> 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, ICC shall deliver complimentary copies of the 2013 SBC, and automatically, regardless of subscription requests, any 2013 SBC Supplements; any supplements in response to emergency regulations, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC 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.
  - 5.1 ICC shall deliver up to 22 <u>complementary complimentary</u> copies of the <u>2013</u> Code to CBSC and then deliver one complimentary-<u>e\_copy</u> for each new Commissioner appointed after June 1, 2013 <u>to CBSC</u> in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the Publication of the next edition of <u>2013</u> Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

5.1.1 ICC shall deliver up to 200 complimentary copies of the <u>2013</u> Code, together with any 2013 SBC Supplements, directly to the state agencies in the quantities specified by CBSC in accordance with Attachment D hereto.

CBSC shall specify, in writing to ICC, the quantity to be delivered to each agency by June 10, 2013. ICC shall provide replacement copies upon written request in the case of apparent delivery failure.

6. <u>Subscription Service</u>. In order to ensure that the <u>2013</u> Code purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the <u>2013</u> Code, all supplements, all supplements in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the <u>2013</u> Code: 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: 'Supplement (*page color: blue*)', 'Errata (*page color: bluf*)'. All related emergency regulations and all errata sheets that are ten (10) pages or less will be provided to the subscriber in a PDF download format via a link to download the PDF or if the purchaser requests, in print format. This excludes distribution to 5.1 and 5.2 above. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date, <u>2013</u> Code. This excludes distribution to entities in Section 5 above.

**7.** Compensation. In consideration of the opportunity provided to ICC by CBSC to make sales of the 2013 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.

**<u>8. Representations or Warranties of ICC.</u>** ICC represents and warrants that it has the necessary rights to enter into this Agreement.

**<u>9. Representations and Warranties of CBSC.</u>** CBSC represents and warrants that it has full authority to enter into this Agreement.

## **<u>10. Term and Termination.</u>**

- 10.1 This Agreement shall be effective on the date of execution as first written above and shall continue thereafter unless terminated by either Party giving a thirty (30) day written notice of termination to the other Party or until one hundred and eighty (180) days after the publication of the next edition of the 2013 Code, whichever occurs first. The term of this Agreement may be extended by Amendment to this Agreement. This Agreement may be terminated at any time in the event of default by one Party by the non-defaulting Party giving written notice of default to the defaulting Party, and the failure of the defaulting party to cure the default within thirty (30) days of receipt of the written notice of default.
- 10.2 Upon termination of this Agreement, the parties shall discontinue further printing, publication, sales and distribution of the 2013 Code, except ICC shall be entitled to sell its then existing inventory of the 2013 Code and continue servicing existing subscription customers.

<u>**11. Copyright Notices and Registrations.**</u> All reproductions and/or publications of the <u>2013</u> Code after the effective date of this Agreement shall be, at the request of the CBSC, as specified in Attachment F.

**12.** Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by personal service, by FAX or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

ICC:	International Code Council 5360 Workman Mill Road Whittier, CA 90601-2298 Attention: Mark Johnson Fax No.: (562) 699-9721
CBSC:	California Building Standards Commission 2525 Natomas Park Drive - Suite 130 Sacramento, California 95833-2936 Attention: Jim McGowan, Executive Director Fax No.: (916) 263-0959

In the case of service by mail, service shall be deemed complete at the earlier of (a) the expiration of the third (3<sup>rd</sup>) business day after the date of postmark, or (b) the date of delivery as shown by the return receipt. In the case of service by FAX, upon sending without a failure, a copy of the notice shall be sent by registered or certified mail, in the manner set forth above, within twenty-four (24) hours after being originally sent by FAX. In the case of personal service, upon obtaining a receipt of delivery, delivery shall be deemed complete on the date of actual delivery. Either party hereto may, from time to time, by notice in writing, served as set forth above, designate a different address to a different or additional person to which all such notices or communications thereafter are to be given.

**13. Relationship of Parties.** The relationship of ICC to CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise ICC, its officers, or employees in their performance hereunder. CBSC shall look to ICC for performance in conformity with the scope of this Agreement. However, ICC shall coordinate with CBSC Executive Director as to the services to be rendered hereunder.

**14. Assignment.** Neither party may assign any right granted or obligation assumed hereunder hereof without the prior written consent of the other Party. Any other such attempted transfer without prior written consent shall be null, void and of no force or effect and shall constitute a breach of this Agreement.

**15.** Funding. ICC 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 therefor by the State Legislature as approved by the Governor.

**16.** Contractors' National Labor Relations Board Certification. By signing this Agreement, ICC certifies under penalty of perjury that there are no outstanding actions against it and no unappeasable judicial rulings resulting from ICC's failure to comply with any order of the National Labor Relations Board in the two calendar years preceding the date of the within Agreement.

**17. Limitation of Liability.** ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2013 Code. Without limiting the foregoing, in no event shall ICC be liable for any claims in any way relating to (a) alleged deficiencies or inadequacies in the content of, or (b) enforcement (or lack thereof) of, any code adopted by the State of California or by any agency, department, instrumentality or political subdivision thereof.

# 18. Waivers and Certain Claims.

- 18.1 Nothing contained in this Agreement shall be deemed an admission of liability by either Party to the other Party with regard to the subject matter of this Agreement, or any related matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each party shall be individually and severally liable for its own obligations under this Agreement.
- 18.2 No provision of this Agreement may be waived, changed or modified orally, but such may be accomplished only by a written Amendment to this Agreement and signed by both Parties.

**19. Further Assurances.** Each Party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party hereto in order to effectuate and/or facilitate the purpose and intent of this Agreement.

**<u>20. Compliance with Laws.</u>** ICC shall use the <u>2013</u> Code in strict compliance with the terms of this Agreement and all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

**<u>21. Entire Agreement.</u>** This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties hereto with respect to the subject matter hereof. In the event that a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement shall govern and control.

**22.** Severability. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the Parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intent of the stricken provision.

**23.** Continuing Obligations. Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than ICC copyrighted codes, (ii) apply to any code(s) other than ICC copyrighted codes, or (iii) require that CBSC obtain ICC's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s) other than ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 2<u>3</u>4-pursuant to future contracts or agreements between the Parties hereto. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

**<u>24. Waiver.</u>** Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

**<u>25. Non-Frustration.</u>** Neither Party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other Party under this Agreement. Each Party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

**<u>26. Applicable Law.</u>** This Agreement shall be interpreted in accordance with the laws of the State of California, and any action arising out of this Agreement shall be brought in the Superior Court of the State of California in and for the County of Sacramento and/or the United States District Court for the Eastern District of California. Each Party hereto consents to the use of such forum and agrees not to challenge such forum on the basis of inconvenience, lack of personal jurisdiction, or any other basis whatsoever.

**<u>27. Headings.</u>** The headings used in this Agreement are for reference purposes only, and shall not be deemed a part of this Agreement, or used in the construction or interpretation of any portion hereof.

**<u>28. Construction.</u>** In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.

**<u>29. Third-party Beneficiaries.</u>** No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.

**30. Judgments and Determinations.** When the terms of this Agreement provide that action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith, in a timely manner, and shall not be arbitrary or capricious.

**<u>31. Attachments.</u>** Attachments A through I attached hereto are, by this reference, made a part of this Agreement as if herein written.

**32.** Amendments. The within Agreement may be amended in writing only and such an amendment must be fully executed by both Parties hereto before they become effective. Oral agreements are herein declared to be not valid and not enforceable.

**33.** Signatures. The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party it purports to represent.

## INTERNATIONAL CODE COUNCIL

By:

Richard P. Weiland<u>Dominic Sims</u>, Chief Executive Officer<u>Mark Johnson</u>, Executive Vice President & Director of Business Development

# CALIFORNIA BUILDING STANDARDS COMMISSION

By:

Jim McGowan, Executive Director

# ATTACHMENT A General Terms – Page 1 of 4 «

- A.1 ICC 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, 2013 or at a later date as set by the CBSC, copies of the 2013 SBC in a loose-leaf format wherein all portions of the 2013 Code that have been approved and codified by the CBSC, including those portions of the 2013 Code that have been modified by the 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, 2013 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2013, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2013 SBC.
- A.2 All those portions of the 2013 Code, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2013 SBC. In the event ICC insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- A.3 All Errata and/or **Supplements** to the 2013 Code as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the <u>2013</u> SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2013 Code. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2013 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2013 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC shall make any further modifications and submit to CBSC a second draft.
- A.6 WITHIN a reasonable time after receipt of the second draft of the 2013 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.

A.7 ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2013 SBC. If CBSC promptly delivers to ICC the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, ICC shall ensure that the 2013 SBC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

# A.8 TIME IS OF THE ESSENCE

- Because the <u>2013</u> Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.
- The July 1, 2013 date to publish the <u>2013</u> Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
- The CBSC and the ICC shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
- 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 the CBSC submits any Supplements or errata to ICC, a Publication Schedule of milestone dates, including a Publication date, shall be includedmutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify the CBSC within 15 calendar days following receipt 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. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule-submitted.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this <u>PA</u> 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 the ICC or the CBSC is not otherwise responsible.
- A.9 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:

# A.9.1 Code

- 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 pre-drilled paper in a seven-hole loose-leaf format configuration the same configuration as that used for the 2010 SBC.
- <u>The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings</u> shall be 10 pt. Helvetica bold.
- 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.
- Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
- The black font shall be 10 pt. Times Roman with section numbers and headings in bold face.
- Each volume shall be equipped with front and back heavy duty page lifters and when containing more than one Part of Title 24, they shall be separated by a heavy-weight reinforced tab divider.

- Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2013.

- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics.
- All chapters will begin on a right hand page.
- Running heads will read "2013 California Building Code" etc.
- State-agency acronyms will be used throughout the code.
- ICC will-supply submit-CBSC with binder specifications for approval by CBSC.
- The CBSC will supply binder specifications.
- The Matrix Adoption Table will be in the front of each correlating chapter the code and supplied as a supplement so it can be inserted in the front of each code.
- ICC shall supply a postage-paid return card for each purchaser to apply for complementary complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
- A card may be placed in the code advertising other ICC publications.

# A.9.2 Supplements and Errata

- Supplements to the the 2013 Code more than 10 pages code shall be printed on 20 lb. light blue paper and be individually shrink--wrapped.
- Supplements shall be printed to insert by page substitution and contain a publication and effective date on the bottom of each page.
- Regular supplements shall be published once a year.
- Emergency supplements shall be published on an "as needed basis."
- Errata sheets shall be published on an "as needed basis" and shall be printed to insert by page substitution, be printed on 20 lb. buff colored paper and be individually <u>shrinkwrappedshrink-wrapped</u>.
- The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

# A.10 DISTRIBUTION

- ICC shall establish a distribution method in consultation with the CBSC.
- ICC shall distribute a minimum of 200 <u>complementary complimentary</u> copies of the Code as per the Agreement Attachments B, C and D as per Paragraph 5 of the Agreement.
- ICC may wholesale the <u>2013</u> Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, ICC will provide the CBSC with a report of the number of copies of the 2013 Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to ICC for that quarter and cumulative totals for the term of this within Agreement.
- ICC 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

State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

# ATTACHMENT B

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 and 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, 95814; California State Archives to receive two copies
- California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29); California State Library to receive three copies
  - California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295
  - California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901

Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505 Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285

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

Library of Congress to receive two copies.

- Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002 San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478
- San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050
- San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.
- Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004
- University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000
- University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224
- University of California, Los Angeles, Reference and Instructional Services Department, Young Research Library, A4510, P.O. Box 951575, Los Angeles, 90095-1575
- University of California, San Diego, Government Documents Unit, 9500 Gillman Drive 0175P, La Jolla, 92093-0175
- University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, 93106-9010 2013 Title 24, Parts 1, 6, 8, 11, &12 6/14/2012

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# ATTACHMENT C

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Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. 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.

A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373

Law	Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
Lav	Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
	Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
	Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
	Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
	Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
	Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
	California Institute of Technology, Documents Library (1-32), Pasadena, 91125
	California Polytechnic State University, Robert Kennedy Library, Government Documents
	Section, San Luis Obispo, 93407
	California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave.,
	Pomona, 91768
	California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
	Stockdale Highway, Bakersfield 93311-1099
	California State University, Dominguez Hills, Library-Government Documents,
	800 E. Victoria St., Carson, 90747
	California State University, Fresno, Henry Madden Library, Government Documents Dept.,
	5200 N. Barton, M/S ML34, Fresno, 93740-8014
	California State University, Fullerton, Library-Documents State, P.O. Box 4150,
	Fullerton, 92834-4150
	California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
	California State University, Los Angeles, John F. Kennedy Memorial Library, Government
	Information Services, 5151 State University Dr., Los Angeles, 90032-8300
	California State University, Northridge, Oviatt Library, 18111 Nordhoff St.,
	Northridge, 91330-8327 California State University, Sacramento, Library-Documents, 2006 State University Dr., East,
	Sacramento, 95819-6039
	California State University, San Bernardino, Library, 5500 University Parkway,
	San Bernardino, 92407
	California State University San Marcos, Library Services, State Documents,
	333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
	California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave.,
	Turlock, 85382
	California State University, Board of Trustees, Office of Governmental Affairs,
	915 L Street, Suite 1160, Sacramento, 95814

Law California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, 94102

Law	California Western School of Law Library, 225 Cedar St., San Diego, 92101-3090 Chula Vista Public Library, 365 F Street, Chula Vista, 91910
Law	Continuing Education of the Bar, Library, 2300 Shattuck Ave., Berkeley, 94704-1576
2	Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, 94523-4497
	Corona Public Library, 650 S. Main St., Corona, 91720-3417
Law	Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, 90013 El Centro Public Library, 539 State Street, El Centro, 92243
	El Dorado County Library, 345 Fair Lane, Placerville, 95667
	Escondido Public Library, 239 South Kalmia, Escondido, 92025
	Humboldt County Library, 1313 Third Street, Eureka, 95501-0533
	Fremont Main Library, 2400 Stevenson Blvd., Fremont, 94538-2326
	Fullerton Public Library, 353 West Commonwealth Avenue, Fullerton, 92632
	Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, 92840
	Glendale Public Library, 222 East Harvard Street, Glendale, 91205-1075
Law	Golden Gate University Law Library, 536 Mission St., San Francisco, 94105
Law	Hastings College of the Law Library, 200 McAllister St., San Francisco, 94102
	Hayward Public Library, 835 "C" St., Hayward, 94541
	Honnold/Mudd Library, Government Publications Dept., Claremont Colleges,
	800 N. Dartmouth Ave., Claremont, 91711-3907
	Humboldt State University, Library-Documents Department, Arcata, 95521
	Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, 90301-1771
	John F. Kennedy Library, Solano County Library System, Depository Program,
	505 Santa Clara Street, Vallejo, 94590
Law	Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, 93301
	Kern County Library, 701 Truxtun Avenue, Bakersfield, 93301-4517
	Long Beach Public Library, 101 Pacific Avenue, Long Beach, 90822-1097
Law	Los Angeles County Law Library, 301 W. First St., Los Angeles, 90012-3100
	County of Los Angeles Public Library, Angelo M. Iacoboni Library, 4990 Clark Ave., Lakewood, 90712
	County of Los Angeles Public Library, Carson Regional Library, 151 East Carson Street, Carson, 90745-2703
	County of Los Angeles Public Library, Culver City Library, 4975 Overland Avenue, Culver City, 90230
	Los Angeles County Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, 93534
	County of Los Angeles Public Library, Montebello Library, 1550 West Beverly Boulevard, Montebello, 90640
	County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, 90650
	County of Los Angeles Public Library, Rosemead Library, 8800 Valley Boulevard, Rosemead, 91770
	County of Los Angeles Public Library, Valencia Library, 23743 West Valencia Boulevard, Valencia, 91355

	Los Angeles County Public Library, West Covina Library, 1601 West Covina Parkway,
_	West Covina, 91790
Law	Loyola Law School, William M. Raines Library, Special Collections, 1440 W. Ninth St.,
Law	Los Angeles, 90015 McCaaraa Sahaal of Laur Library Deguments Dent. 2282 Fifth Aug. Segrements, 05817
Law	McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817 Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
	Minis Conege Library, 5000 Watchrindi Bivd., Oakland, 94013-1501 Monterey County Library, 26 Central Avenue, Salinas, 93901
	Napa City-County Library, 580 Coombs Street, Napa, 94559-3340
	Oakland Public Library, 125 Fourteenth St., Oakland, 94612
	Oceanside Public Library, 330 North Coast Highway, Oceanside, 92054
	Ontario City Library, Government Documents Section, 215 East C Street, Ontario, 91764-4198
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	Pasadena Public Library, 285 East Walnut Street, Pasadena, 91101-1556
	Plumas County Library, 445 Jackson Street, Quincy, 95971
	Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, 94063-1868
	Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, 94804
	Riverside Public Library, 3581 Mission Inn Avenue, Riverside, 92501
Law	Riverside County Law Library, 3989 Lemon St., Riverside, 92501-4203
Law	Sacramento County Public Law Library, 813 Sixth St., Room No. 1, Sacramento, 95814-2403
	Sacramento Public Library, Central Library-Reference Department, 828 I Street,
_	Sacramento, 95814-2508
Law	San Bernardino County Law Library, P.O. Box 213, San Bernardino, 92402-0213
	San Bernardino County Library, Government Documents, 104 West Fourth Street,
	San Bernardino, 92415-0035 San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, 92410
	San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, 92410
Law	San Diego County Law Library, 1105 Front St., San Diego, 92101-3999
	San Diego County Library, Vista Branch Library, Documents Librarian, 700 Eucalyptus Ave.,
	Vista, 92084-6245
	San Francisco State University, Government Publications Dept., 1630 Holloway Avenue,
	San Francisco 94132-4030
Law	San Joaquin County Law Library, Room 300, Court House, 222 E. Weber Ave.,
	Stockton, 95202-2787
	San Jose Public Library, Dr. Martin Luther King, Jr., Main Library, Reference Dept.,
	180 West San Carlos Street, San Jose, 95113 Sen Jose State University Clerk Library Covernment Publications, One Weshington Severe
	San Jose State University, Clark Library-Government Publications, One Washington Square, San Jose, 95192-0028
	San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, 93403
Law	San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, 93408
Law	San Mateo County Law Library, 710 Hamilton St., Redwood City, 94063
	San Mateo Public Library, 55 West Third Avenue, San Mateo, 94402-1592
	Santa Ana Public Library, Reference Section, 26 Civic Center Plaza, Santa Ana, 92701
Law	Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor,
	Santa Barbara, 93101
_	Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, 93102-1019
Law	Santa Clara County Law Library, 360 N. First St., San Jose, 95113-1004

	Santa Clara University, Michel Orradre Library, Documents Department, 500 El Camino Real,
Low	Santa Clara, 95053-0500 Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
Law	Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
	Santa Cruz r ubile Library, Documents Section, 224 Church Street, Santa Cruz, 93000 Santa Maria Public Library, Reference Dept., 420 South Broadway, Santa Maria, 93454
	Santa Monica Public Library, 1343 - 6th St., Santa Monica, 90401
	Shasta County Library, 1855 Shasta Street, Redding 96001
Law	Sonoma County Law Library, Hall of Justice, 600 Administration Dr., Room 213 J,
	Santa Rosa, 95403
	Sonoma County Library, Third and E Streets, Santa Rosa, 95404
	Sonoma State University, Library-Documents Dept., 1801 East Cotati Ave., Rohnert Park, 94928
Law	Southwestern University School of Law Library, Government Documents,
	675 South Westmoreland Ave., Los Angeles, 90005-3992
Law	Stanford University, Law Library, Stanford, 94305-8612
	Stanislaus County Free Library, 1500 I Street, Modesto, 95354-1166
	Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, 95202
	Thousand Oaks Library, Attn. Serials, 2331 Borchard Rd., Newbury Park, 91320
	Torrance Public Library, 3301 Torrance Boulevard, Torrance, 90503
Law	Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291 University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
Law	University of California, Law Library, Documents Dept., 400 Mrak Hall Drive,
Lavi	Davis, 95616-5203
	University of California, Irvine Libraries, Government Information Department, P.O. Box 19557,
	California Government Document Librarian, Irvine, 92623-9557
Law	University of California, Los Angeles, Law Library, 1106 Law Building, 405 Hilgard Ave.,
	Los Angeles, 90095-1458
	University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
	Riverside, 92517-5900
	University of California, Santa Cruz, University Library, Government Publications,
Low	1156 High Street, Santa Cruz, 95064 University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
Law Law	University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, 92110-2492
Law	University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St.,
Lati	San Francisco, 94117
Law	University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, 90089-0072
	Government Documents Dept., University of Southern California, Doheny Memorial Library,
	Los Angeles, 90089-0182
	University of the Pacific Library, 3601 Pacific Avenue, Stockton, 95211-0197
Law	Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, 93009-2020
Law	Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, 92626
	Whittier College, The Wardman Library, 7031 Founders Hill Road, Whittier, 90608
	Whittier Public Library, 7344 Washington Avenue, Whittier, 90602-1778

# ATTACHMENT D

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# Quantity Agency

2	Office of the Attorney General Kamala D. Harris, 1300 I Street - #1730, Sacramento, CA 95814
2	California Energy Commission Mr. Bill Pennington, 1516 9 <sup>th</sup> Street, Sacramento, CA 95814
2	Corrections Standards Authority 1515 S Street, Sacramento, CA 95814 Alison Ganter, 323-8617
1	California State Library, Office of Library Construction Gerry Maginnity, Bureau Chief 653-7183
3	Department of Consumer Affairs 1625 North Market Blvd., Sacramento, CA 95834
1	Department of Consumer Affairs, Acupuncture Board of California Janelle Wedge, Executive officer 515-5200
1	Department of Consumer Affairs, Architecture Board 2420 Del Paso Road, Suite 105 Sacramento, CA 95834
1	Department of Consumer Affairs, Board of Barbering and Cosmetology Kevin Flanagan, 575-7104
1	Department of Consumer Affairs, Board of Pharmacy Virginia Herold, Executive officer 574-7900
1	Department of Consumer Affairs, Bureau of Electronic Appliance JoAnn Mikami, Acting Chief 999-2041 (press 3)
1	Department of Consumer Affairs, Veterinary Medical Board Susan Geranen, Executive Officer, 263-2610
1	Department of Corrections, Facilities Planning and Finance Branch
1	Department of Food and Agriculture, Meat, Poultry, Egg Dr. Douglas Hepper, Chief, 900-5059, douglas.hepper@cdfa.ca.gov
1	Department of Food and Agriculture, Milk and Dairy Foods Dr. Stephen Beam, Chief, 900-5008, stephen.beam@cdfa.ca.gov

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6	Department of Housing and Community Development Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
2	Department of Public Health, REHS Chief, Environmental Management Branch P.O. Box 997377, MS-7405, Sacramento, CA 95899-7377 Eric Trevena 449-5667
2	Department of Water Resources Brian Walker 574-1451 walkerb@water.ca.gov
6	Division of the State Architect 1130 K Street – #101, Sacramento, CA 95814
1	Office of Administrative Law 300 Capitol Mall - Suite 1250, Sacramento, CA 95814-4602
6	Office of Statewide Health Planning and Development, Facilities Development Division
	400 R Street, Suite 200, Sacramento, CA 95814
6	Office of the State Fire Marshal Regulations Manager, CDFFP, 1131 S Street, Sacramento, CA 95814
1	State and Consumer Services Agency 915 Capitol Mall - Suite 200, Sacramento, CA 95814

3 Structural Pest Control Board Ronni O'Flaherty, Regulations Analyst 561-8700

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# Preface

This document is the 12th of 12 Parts of the official triennial compilation and publication of the adoptions, amendments and repeal of administrative regulations to *California Code of Regulations, Title 24*, also referred to as the *California Building Standards Code*. This Part is known as the *California Referenced Standards Code*.

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, with supplements published in intervening years. The California legislature delegated authority to various State agencies, boards, commissions and departments to create building regulations to implement the State's statutes. These building regulations or standards, have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. *The California Building Standards Code* applies to occupancies in the State of California as annotated.

A city, county or city and county may establish more restrictive building standards reasonably necessary because of local climatic, geological or topographical conditions. Findings of the local condition(s) and the adopted local building standard(s) must be filed with the California Building Standards Commission to become effective and may not be effective sooner than the effective date of this edition of *California Building Standards Code*. Local building standards that were adopted and applicable to previous editions of the *California Building Standards Code* do not apply to this edition without appropriate adoption and the required filing.

Should you find publication (e.g., typographical) errors or inconsistencies in this code or wish to offer comments toward improving its format, please address your comments to:

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#### Acknowledgement

The 2013 California Building Standards Code (Code) was developed through the outstanding collaborative efforts of the Department of Housing and Community Development, the Division of State Architect, the Office of the State Fire Marshal, the Office of Statewide Health Planning and Development, the California Energy Commission, the California Department of Public Health, and the California Building Standards Commission (Commission).

This collaborative effort included the assistance of the Commission's Code Advisory Committees and many other volunteers who worked tirelessly to assist the Commission in the production of this Code.

Governor Edmund G. Brown Jr.

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Vacant- Architect

Vacant<u>Erick Mitiken</u>-Public Member/ Disabled

Jim McGowan – Executive Director Michael L. Nearman – Deputy Executive Director

For questions on California state agency amendments, please refer to the contact list on the following page.

# ATTACHMENT H

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For questions on California state agency amendments, please refer to the contact list on the following page.

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# California Code of Regulations, Title 24

California Agency Information Contact List

#### **California Energy Commission**

## **California State Lands Commission**

Marine Oil Terminals	. (562)	499-6312
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#### **California State Library**

#### **Corrections Standards Authority**

#### Department of Consumer Affairs – Acupuncture Board

#### Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards......(916) 574-7900

## Department of Consumer Affairs – Bureau of Barbering And Cosmetology

## **Department of Consumer Affairs**—

Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

#### Department of Consumer Affairs – Structural Pest Control Board

Structural Standards......(800) 737-8188 (916) 561-

8708

#### Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards......(916) 263-2610

## **Department of Food and Agriculture**

Meat & Poultry Packing Plant & Dairy Standards......(916) 900-5002

#### Department of Public Health

Organized Camps Standards......(916) 449-5673 Public Swimming Pools Standards......(916) 449-5675

#### Department of Housing and Community Development

#### **Department of Water Resources**

6/14/2012

Gray Water Information......(916) 651-9676

## Division of the State Architect – Access Compliance

Access Compliance Standards.....(916) 445-8100

## Division of the State Architect – Structural Safety

Public Schools Standards.....(916) 445-8100 Essential Services Building Standards.....(916) 445-8100

Community College Standards..... (916) 445-8100

#### Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards.....(916) 445-8100

#### Office of Statewide Health Planning and Development

Hospital Standards	(916) 440-8356
Skilled Nursing Facility Standards	(916) 440-8356
Clinic Standards	. (916) 440-8356
Permits	. (916) 440-8356

#### Office of The State Fire Marshal

Code Development and Analysis	(916)	445-8200
Fire Safety Standards	(916)	445-8200
Fireplace Standards	(916)	445-8200
Day Care Centers Standards	(916)	445-8200
Exit Standards	(916)	445-8200

# How to Distinguish Between Model Code Language and California Amendments

To distinguish between model code language and the incorporated California amendments, including exclusive California standards, California amendments will appear in italics.

["BSC"] This symbol identifies which State agency(s) by its "acronym" that has amended a section of the model code. For a complete listing of the State agency acronyms, see the Application Section within Chapter 1.

This symbol indicates that a change has been made to a California Amendment.

?

>

This symbol indicates that model code language has been deleted within the California amendment

This symbol indicates deletion of California language

<u>NOTE: The symbols noted above do not appear in all electronic versions – only the pdf file</u> <u>will have these images.</u>