

**STATE BUILDING STANDARDS CODE AGREEMENT
BETWEEN**

**CALIFORNIA BUILDING STANDARDS COMMISSION
AND
THE INTERNATIONAL CODE COUNCIL
(California Building Code – Title 24, Parts 2, 2.5, 9 & 10)**

This Agreement is made this 7th day of November 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**, ICC is the sole owner of the copyrights to the 2012 *International Building Code*, 2012 *International Residential Code*, 2012 *International Fire Code* and 2012 *International Existing Building Code* and trade names and/or marks “*International Building Code*”, “*International Residential Code*”, “*International Fire Code*”, “*International Existing Building Code*”, and acronyms “IBC”, “IRC”, “IFC”, “IEBC”; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the California Building Standards Code (hereinafter referred to as the “SBC”), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2013 edition of the SBC (hereinafter referred to as the “2013 SBC”) on or before July 1, 2013 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2013 SBC on or before July 1, 2013 in a pre-assembled format that integrates portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC, as well as the State amendments; and
- E. **WHEREAS**, ICC and CBSC desire to make available necessary annual amendments and errata from time to time to the 2013 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the “2013 SBC Supplements”), as well as supplements to the 2013 SBC in response to emergency regulations.

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

- 1. Grant of License for SBC; Ownership.** ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, ICC supplements and revisions to the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, (hereinafter “Licensed Property”), in whole or in part, solely to create and publish the 2013 SBC, as well as the 2013 SBC

Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "2013 Code"), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2013 Code, and (b) affix copyright notices to the 2013 Code in the manner described in Paragraph 11 below.

- 1.1 All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
- 1.2 All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2013 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2013 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 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 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2013 SBC 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 next edition of the 2013 Code, whichever occurs first, without compensating ICC.

2. Technical Services. Immediately after the execution of this Agreement, ICC shall commence the following services:

- 2.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2013 SBC in a loose-leaf format wherein all portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.

2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2012 International Building Code, the 2012 International Residential Code and the 2012 International Fire Code , Chapters A1 & A3 of the 2012 International Existing Building Code, and three (3) copies of all 2010 SBC Supplements, supplements to the 2010 SBC 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.

3. Sale of Code. ICC agrees to furnish the 2013 Code in loose-leaf format on the following basis:

- 3.1 ICC shall make the 2013 Code described in Paragraph 2.1 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 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2 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 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2013 Code in order that the CBSC may make the 2013 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 subparagraph.
- 3.4 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 ICC materials from the 2013 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2013 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. 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, ICC shall deliver complimentary copies of the 2013 SBC, and automatically, , any 2013 SBC Supplements, 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.

4.1 ICC shall deliver up to 22 complimentary copies of the 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 to CBSC, 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 2013 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.

4.2 ICC shall deliver up to 200 complimentary copies of the 2013 Code, together with any 2013 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):

- Attorney General, Department of Justice
- Division of the State Architect, Department of General Services
- Division of Codes and Standards, Department of Housing and Community Development
- Facilities Development Division, Office of Statewide Health Planning and Development
- Office of the State Fire Marshal, Department of Forestry and Fire Protection
- Energy Efficiency and Demand Analysis Division, California Energy Commission
- Division of Drinking Water and Environmental Management, Department of Public Health
- Board of Barbering and Cosmetology, Department of Consumer Affairs
- Acupuncture Board of California, Department of Consumer Affairs
- Board of Pharmacy, Department of Consumer Affairs
- Veterinary Medical Board, Department of Consumer Affairs
- Structural Pest Control Board, Department of Consumer Affairs
- Facilities Planning and Finance Branch, Department of Corrections
- Corrections Standards Authority
- Office of Library Construction, California State Library
- Office of Administrative Law
- State and Consumer Services Agency

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.

5. Subscription Service. In order to ensure that the 2013 SBC 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 2013 SBC, all 2013 SBC Supplements, all supplements to the 2013 SBC 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 2013 SBC 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: buff*)'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2013 Code.

6. 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.

7. Reservations.

7.1 ICC reserves all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. CBSC shall not approve, or provide a license to, any third party to reproduce, sell and/or distribute the Licensed Property or the 2013 Code, and CBSC shall not itself reproduce, sell, and/or distribute the Licensed Property or the 2013 Code.

7.2 Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright or proprietary right of ICC with respect to the Licensed Property shall be brought exclusively by ICC, in its sole discretion and at its sole cost and expense, using counsel of its own choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by ICC.

8. Representations or Warranties of ICC. ICC represents and warrants that it has the necessary rights to enter into this Agreement and to grant the rights granted to CBSC hereunder. ICC further warrants that it is the sole owner of the copyrights in the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC and shall provide to CBSC with evidence of said ownership. ICC makes no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property.

9. Representations and Warranties of CBSC. CBSC represents and warrants that it has full authority to enter into this Agreement.

10. Term and Termination.

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 SBC, 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, all rights granted to CBSC and ICC pursuant to this Agreement as to the 2013 Code shall terminate and 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 current subscription customers.

10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the 2013 Code which were authored by CBSC and ICC shall retain its copyright interests in the Licensed Property.

11. Copyright Notices and Registrations. All reproductions and or publications of the 2013 Code shall include the following notice: (and CBSC copyright language)

_____ **“ALL RIGHTS RESERVED.** This (*Fill in Title*) contains substantial copyrighted material from the (*Fill in Title*), which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: “International Code Council” the “International Code Council” logo and the “(*Fill in Title*)” are trademarks of the International Code Council, Inc.

11.1 With respect to all reproductions and/or publications of the 2013 Code after the effective date of this Agreement, CBSC shall include copyright notices in the forms of those described in Attachment F hereto so as to reflect ICC’s ownership thereof and to protect ICC’s interests therein.

12. Acknowledgements. The title page and the binder cover of all publications of the 2013 Code shall bear the trademark of ICC.

13. 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 (3rd) 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.

14. 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.

15. 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.

16. 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 therefore by the State Legislature as approved by the Governor.

17. 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.

18. Indemnity.

18.1 ICC shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any and all losses, claims, liabilities, obligations, judgments, settlements, damages, costs and expenses, including, without limitation, all attorney's fees and expenses and all court costs (whether or not suit is filed) relating to, resulting from, or in any way arising out of any litigation and/or claim brought by a third party alleging that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.

18.2 Except as provided in the paragraph 18.1, 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.

18.3 At the request of CBSC, ICC shall, at ICC's own cost and expense, defend CBSC in connection with the matters for which ICC is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 18.1 hereof, provided that CBSC promptly tenders the defense to ICC and cooperates with ICC in the defense thereof.

18.4 The indemnity provisions of Paragraph 18.1 hereof do not apply to any action for a breach of this Agreement by CBSC.

19. Waivers and Certain Claims.

19.1 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.

19.2 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.

20. Compliance with Laws. CBSC shall use the Licensed Property in strict compliance with all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

21. 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.

22. Entire Agreement. 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.

23. 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.

24. 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 and/or the 2013 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2013 Code, approved and codified by CBSC to supersede or replace the SBC, 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, to supersede or replace the SBC; provided that nothing in this paragraph shall constitute a waiver of ICC's rights of copyright, which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 24 pursuant to future contracts or agreements between the Parties. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

25. Waiver. 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.

26. Non-Frustration. 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.

27. Applicable Law. 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.

28. Headings. 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.

29. Construction. 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.

30. Third party Beneficiaries. No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.

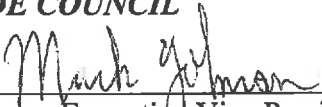
31. Judgments and Determinations. When the terms of this Agreement provide that action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith, in a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

32. Attachments. Attachments A through I attached hereto are, by this reference, made a part of this Agreement as if herein written.

33. 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.

34. 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: 
Mark Johnson, 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 Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property 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. In the event CBSC fails to 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 Licensed Property, 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 2012 Licensed Property as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the 2013 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2012 Licensed Property. 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 2013 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 2013 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 and Effective date, shall be mutually 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 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.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this PA 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 2013 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 paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2010 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings 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.
- ICC will integrate existing 2012 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- 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.

- Index will remain as it appears in the 2012 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- 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 2013 Code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter of the 2013 Code and available as a supplement so it can be inserted in the front of each 2013 Code.
- ICC shall supply a postage-paid return card for each purchaser to apply for 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 2013 Code advertising other ICC publications.

A.9.2 Supplements and Errata

- Supplements to the 2013 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 not less than 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 shrink-wrapped.
- 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 complimentary copies of the 2013 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2013 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 2013 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

▶ Depository Libraries – Page 1 of 1 ◀

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, 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.
- *Serials*
Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffitt 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

ATTACHMENT C

» Selective Depository Libraries – Page 1 of 4 «

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
- 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, 95382
- 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
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.,
Los Angeles, 90015
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817
Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
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
- Law** Orange County Law Library, 515 N. Flower, Santa Ana, 92703-2354
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
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, Santa Clara, 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
 Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
 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
 Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
- Law** University of California, Law Library, Documents Dept., 400 Mrak Hall Drive, 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, 1156 High Street, Santa Cruz, 95064
- Law** University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., 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

» State Agencies – Page 1 of 2 «

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 9th 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

-
- 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

ATTACHMENT E

» ICC Trademark/Title Page/Binder – Page 1 of 1 «

[COVER ART]

ATTACHMENT F

» Copyright Notice – Page 1 of 1 «

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California Code of Regulations, Title 24, Volume 1 of Part 2
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ATTACHMENT G

» Preface – Page 1 of 1 «

Preface

This document is Part 2 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 Building Code* and incorporates, by adoption, the 2012 edition of the *International Building Code* of the *International Code Council* with the California amendments.

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, as approved by the Governor, 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 all 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.

To familiarize you with the format of this code, it is suggested that users review the following contents:

- How To Distinguish Model Code Language From California Amendments
- Matrix Adoption Tables

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:

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

Phone: (916) 263-0916
FAX: (916) 263-0959

Web Page: www.bsc.ca.gov

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.

Members of the Building Standards Commission

Secretary Anna Caballero – Chair

James Barthman – Vice-Chair

Stephen Jensen

Randy Twist

Sheila Lee

Richard Sierra

Vacant-Structural Engineer

Rose Conroy

Richard Sawhill

Erick Mikiten

Vacant- Architect

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
California Code of Regulations, Title 24
California Agency Information Contact List

California Energy Commission

Energy Hotline(800) 772-3300
 Building Efficiency Standards
 Appliance Efficiency Standards
 Compliance Manual/Forms

California State Lands Commission

Marine Oil Terminals(562) 499-6312

California State Library

Construction Standards..... (916) 653-7183

Corrections Standards Authority

Local Adult Jail Standards.....(916) 445-5073
 Local Juvenile Facility Standards.....(916) 445-5073

**Department of Consumer Affairs –
Acupuncture Board**

Office Standards.....(916) 515-5200

**Department of Consumer Affairs – Board of
Pharmacy**

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

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

Barber and Beauty Shop and
College Standards(800) 952-5210

**Department of Consumer Affairs—
Bureau of Electronic and Appliance Repair,
Home Furnishings and Thermal Insulation**

Insulation Testing Standards..... (916) 999-2041

**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

Residential – Hotels, Motels, Apartments,
Single-Family Dwellings..... (916) 445-9471
 Permanent Structures in Mobile Home
and Special Occupancy Parks (916) 445-9471
 Factory-Built Housing, Manufactured
Housing and Commercial Modular (916) 445-3338
 Mobile Homes – Permits & Inspections
Northern Region (916) 255-2501
 Southern Region..... (951) 782-4420
 Employee Housing Standards..... (916) 445-9471

Department of Water Resources

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 Standard(916)

ATTACHMENT I

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 italic font print.

[BSC] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The acronyms will appear at California Amendments and in the Matrix Adoption Tables. Sections 1.2 through 1.14 in Chapter 1, Division 1 of this code, explain the used acronyms, the application of state agency adoptions to building occupancies or building features, the enforcement agency as designated by state law (may be the state adopting agency or local building or fire official), the authority in state law for the state agency to make the adoption, and the specific state law being implemented by the agency's adoption. The following acronyms are used in Title 24 to identify the state adopting agency making an adoption.

Legend of Acronyms of Adopting State Agencies

BSC	California Building Standards Commission (see Section 1.2)
SFM	Office of the State Fire Marshal (see Section 1.11)
HCD 1	Department of Housing and Community Development (see Section 1.8.2.1.1)
HCD 2	Department of Housing and Community Development (see Section 1.8.2.1.3)
HCD I/AC	Department of Housing and Community Development (see Section 1.8.2.1.2)
DSA-AC	Division of the State Architect-Access Compliance (see Section 1.9.1)
DSA-SS	Division of the State Architect-Structural Safety (see Section 1.9.2)
DSA-SS/CC	Division of the State Architect-Structural Safety/Community Colleges (see Section 1.9.2.2)
OSHPD 1	Office of Statewide Health Planning and Development (see Section 1.10.1)
OSHPD 2	Office of Statewide Health Planning and Development (see Section 1.10.2)
OSHPD 3	Office of Statewide Health Planning and Development (see Section 1.10.3)
OSHPD 4	Office of Statewide Health Planning and Development (see Section 1.10.4)
CSA	Corrections Standards Authority (see Section 1.3)
DPH	Department of Public Health (see Section 1.7)
AGR	Department of Food and Agriculture (see Section 1.6)
CEC	California Energy Commission (see Section 100 in Part 2, the California Energy Code)
CA	Department of Consumer Affairs (see Section 1.6): Board of Barbering and Cosmetology Board of Examiners in Veterinary Medicine Board of Pharmacy Acupuncture Board Bureau of Home Furnishings Structural Pest Control Board
SL	State Library (see Section 1.12)
SLC	State Lands Commission (see Section 1.14)
DWR	Department of Water Resources (see Section 1.12 of Chapter 1 of the California Plumbing Code in Part 2 of Title 24)

The state agencies are available to answer questions about their adoptions. Contact information is provided on page iv of this code. To learn more about the use of this code refer to pages xvii and xviii. Training materials on the application and use of this code are available at the website of the California Building Standards Commission www.bsc.ca.gov.

Symbols in the margins indicate the status of code changes as follows:

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

> This symbol indicates deletion of California amendment language.

|| This symbol indicates that a change has been made to International Code Council model language.

↔ This symbol indicates deletion of International Code Council model language.

**STATE BUILDING STANDARDS CODE AGREEMENT
BETWEEN**

**CALIFORNIA BUILDING STANDARDS COMMISSION
AND
THE INTERNATIONAL CODE COUNCIL
(California Building Code – Title 24, Parts 2, 2.5, 9 & 10)**

This Agreement is made this 7th day of November 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**, ICC is the sole owner of the copyrights to the 2012 *International Building Code*, 2012 *International Residential Code*, 2012 *International Fire Code* and 2012 *International Existing Building Code* and trade names and/or marks “*International Building Code*”, “*International Residential Code*”, “*International Fire Code*”, “*International Existing Building Code*”, and acronyms “IBC”, “IRC”, “IFC”, “IEBC”; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the California Building Standards Code (hereinafter referred to as the “SBC”), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2013 edition of the SBC (hereinafter referred to as the “2013 SBC”) on or before July 1, 2013 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2013 SBC on or before July 1, 2013 in a pre-assembled format that integrates portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC, as well as the State amendments; and
- E. **WHEREAS**, ICC and CBSC desire to make available necessary annual amendments and errata from time to time to the 2013 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the “2013 SBC Supplements”), as well as supplements to the 2013 SBC in response to emergency regulations.

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

- 1. Grant of License for SBC; Ownership.** ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, ICC supplements and revisions to the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, (hereinafter “Licensed Property”), in whole or in part, solely to create and publish the 2013 SBC, as well as the 2013 SBC

Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "2013 Code"), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2013 Code, and (b) affix copyright notices to the 2013 Code in the manner described in Paragraph 11 below.

- 1.1 All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
- 1.2 All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2013 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2013 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 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 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2013 SBC 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 2013Code, 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 next edition of the 2013 Code, whichever occurs first, without compensating ICC.

2. Technical Services. Immediately after the execution of this Agreement, ICC shall commence the following services:

- 2.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2013 SBC in a loose-leaf format wherein all portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.

2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2012 International Building Code, the 2012 International Residential Code and the 2012 International Fire Code , Chapters A1 & A3 of the 2012 International Existing Building Code, and three (3) copies of all 2010 SBC Supplements, supplements to the 2010 SBC 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.

3. Sale of Code. ICC agrees to furnish the 2013 Code in loose-leaf format on the following basis:

- 3.1 ICC shall make the 2013 Code described in Paragraph 2.1 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 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2 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 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2013 Code in order that the CBSC may make the 2013 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 subparagraph.
- 3.4 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 ICC materials from the 2013 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2013 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. 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, ICC shall deliver complimentary copies of the 2013 SBC, and automatically, , any 2013 SBC Supplements, 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.

4.1 ICC shall deliver up to 22 complimentary copies of the 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 to CBSC, 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 2013 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.

4.2 ICC shall deliver up to 200 complimentary copies of the 2013 Code, together with any 2013 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):

- Attorney General, Department of Justice
- Division of the State Architect, Department of General Services
- Division of Codes and Standards, Department of Housing and Community Development
- Facilities Development Division, Office of Statewide Health Planning and Development
- Office of the State Fire Marshal, Department of Forestry and Fire Protection
- Energy Efficiency and Demand Analysis Division, California Energy Commission
- Division of Drinking Water and Environmental Management, Department of Public Health
- Board of Barbering and Cosmetology, Department of Consumer Affairs
- Acupuncture Board of California, Department of Consumer Affairs
- Board of Pharmacy, Department of Consumer Affairs
- Veterinary Medical Board, Department of Consumer Affairs
- Structural Pest Control Board, Department of Consumer Affairs
- Facilities Planning and Finance Branch, Department of Corrections
- Corrections Standards Authority
- Office of Library Construction, California State Library
- Office of Administrative Law
- State and Consumer Services Agency

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.

5. Subscription Service. In order to ensure that the 2013 SBC 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 2013 SBC, all 2013 SBC Supplements, all supplements to the 2013 SBC 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 2013 SBC 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: buff*)'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2013 Code.

6. 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.

7. Reservations.

- 7.1 ICC reserves all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. CBSC shall not approve, or provide a license to, any third party to reproduce, sell and/or distribute the Licensed Property or the 2013 Code, and CBSC shall not itself reproduce, sell, and/or distribute the Licensed Property or the 2013 Code.
- 7.2 Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright or proprietary right of ICC with respect to the Licensed Property shall be brought exclusively by ICC, in its sole discretion and at its sole cost and expense, using counsel of its own choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by ICC.

8. Representations or Warranties of ICC. ICC represents and warrants that it has the necessary rights to enter into this Agreement and to grant the rights granted to CBSC hereunder. ICC further warrants that it is the sole owner of the copyrights in the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC and shall provide to CBSC with evidence of said ownership. ICC makes no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property.

9. Representations and Warranties of CBSC. CBSC represents and warrants that it has full authority to enter into this Agreement.

10. Term and Termination.

- 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 SBC, 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, all rights granted to CBSC and ICC pursuant to this Agreement as to the 2013 Code shall terminate and 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 current subscription customers.
- 10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the 2013 Code which were authored by CBSC and ICC shall retain its copyright interests in the Licensed Property.

11. Copyright Notices and Registrations. All reproductions and or publications of the 2013 Code shall include the following notice: (and CBSC copyright language)

_____ **“ALL RIGHTS RESERVED.** This (*Fill in Title*) contains substantial copyrighted material from the (*Fill in Title*), which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications. 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: “International Code Council” the “International Code Council” logo and the “(*Fill in Title*)” are trademarks of the International Code Council, Inc.

11.1 With respect to all reproductions and/or publications of the 2013 Code after the effective date of this Agreement, CBSC shall include copyright notices in the forms of those described in Attachment F hereto so as to reflect ICC’s ownership thereof and to protect ICC’s interests therein.

12. Acknowledgements. The title page and the binder cover of all publications of the 2013 Code shall bear the trademark of ICC.

13. 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 (3rd) 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.

14. 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.

15. 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.

16. 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 therefore by the State Legislature as approved by the Governor.

17. 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.

18. Indemnity.

18.1 ICC shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any and all losses, claims, liabilities, obligations, judgments, settlements, damages, costs and expenses, including, without limitation, all attorney's fees and expenses and all court costs (whether or not suit is filed) relating to, resulting from, or in any way arising out of any litigation and/or claim brought by a third party alleging that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.

18.2 Except as provided in the paragraph 18.1, 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.

18.3 At the request of CBSC, ICC shall, at ICC's own cost and expense, defend CBSC in connection with the matters for which ICC is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 18.1 hereof, provided that CBSC promptly tenders the defense to ICC and cooperates with ICC in the defense thereof.

18.4 The indemnity provisions of Paragraph 18.1 hereof do not apply to any action for a breach of this Agreement by CBSC.

19. Waivers and Certain Claims.

19.1 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.

19.2 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.

20. Compliance with Laws. CBSC shall use the Licensed Property in strict compliance with all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

21. 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.

22. Entire Agreement. 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.

23. 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.

24. 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 and/or the 2013 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2013 Code, approved and codified by CBSC to supersede or replace the SBC, 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, to supersede or replace the SBC; provided that nothing in this paragraph shall constitute a waiver of ICC's rights of copyright, which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 24 pursuant to future contracts or agreements between the Parties. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

25. Waiver. 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.

26. Non-Frustration. 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.

27. Applicable Law. 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.

28. Headings. 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.

29. Construction. 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.

30. Third party Beneficiaries. No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.


31. 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.

32. Attachments. Attachments A through I attached hereto are, by this reference, made a part of this Agreement as if herein written.

33. 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.

34. 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: 
Mark Johnson, Executive Vice President & Director of Business Development

CALIFORNIA BUILDING STANDARDS COMMISSION

By: 
Jim McGowan, Executive Director

ATTACHMENT A

- 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 Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property 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. In the event CBSC fails to 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 Licensed Property, 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 2012 Licensed Property as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the 2013 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2012 Licensed Property. 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 2013 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 2013 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 and Effective date, shall be mutually 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 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.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this PA 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 2013 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 paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2010 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings 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.
- ICC will integrate existing 2012 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- 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.

- Index will remain as it appears in the 2012 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- 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 2013 Code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter of the 2013 Code and available as a supplement so it can be inserted in the front of each 2013 Code.
- ICC shall supply a postage-paid return card for each purchaser to apply for 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 2013 Code advertising other ICC publications.

A.9.2 Supplements and Errata

- Supplements to the 2013 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 not less than 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 shrink-wrapped.
- 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 complimentary copies of the 2013 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2013 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 2013 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 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 Moffitt 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

ATTACHMENT C

» Selective Depository Libraries – Page 1 of 4 «

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
- 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, 95382
- 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
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.,
Los Angeles, 90015
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817
Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
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
- Law** Orange County Law Library, 515 N. Flower, Santa Ana, 92703-2354
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
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,
Santa Clara, 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
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
Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
- Law** University of California, Law Library, Documents Dept., 400 Mrak Hall Drive,
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,
1156 High Street, Santa Cruz, 95064
- Law** University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St.,
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

» State Agencies – Page 1 of 2 «

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 9th 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

-
- 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

ATTACHMENT E

» ICC Trademark/Title Page/Binder – Page 1 of 1 «

[COVER ART]

ATTACHMENT F

» Copyright Notice – Page 1 of 1 «

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California Code of Regulations, Title 24, Volume 1 of Part 2
First Printing: 2013

ISBN ###
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2525 Natomas Park Drive, Suite 130
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ATTACHMENT G

» Preface – Page 1 of 1 «

Preface

This document is Part 2 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 Building Code* and incorporates, by adoption, the 2012 edition of the *International Building Code* of the *International Code Council* with the California amendments.

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, as approved by the Governor, 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 all 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.

To familiarize you with the format of this code, it is suggested that users review the following contents:

- How To Distinguish Model Code Language From California Amendments
- Matrix Adoption Tables

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:

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

Phone: (916) 263-0916
FAX: (916) 263-0959

Web Page: www.bsc.ca.gov

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.

Members of the Building Standards Commission

Secretary Anna Caballero – Chair

James Barthman – Vice-Chair

Stephen Jensen

Randy Twist

Sheila Lee

Richard Sierra

Vacant-Structural Engineer

Rose Conroy

Richard Sawhill

Erick Mikiten

Vacant- Architect

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
California Code of Regulations, Title 24
California Agency Information Contact List

California Energy Commission

Energy Hotline(800) 772-3300
Building Efficiency Standards
Appliance Efficiency Standards
Compliance Manual/Forms

California State Lands Commission

Marine Oil Terminals(562) 499-6312

California State Library

Construction Standards..... (916) 653-7183

Corrections Standards Authority

Local Adult Jail Standards.....(916) 445-5073
Local Juvenile Facility Standards.....(916) 445-5073

**Department of Consumer Affairs –
Acupuncture Board**

Office Standards.....(916) 515-5200

**Department of Consumer Affairs – Board of
Pharmacy**

Pharmacy Standards(916) 574-7900

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

Barber and Beauty Shop and
College Standards(800) 952-5210

Department of Consumer Affairs—

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

Insulation Testing Standards..... (916) 999-2041

**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

Residential – Hotels, Motels, Apartments,
Single-Family Dwellings..... (916) 445-9471
Permanent Structures in Mobile Home
and Special Occupancy Parks (916) 445-9471
Factory-Built Housing, Manufactured
Housing and Commercial Modular (916) 445-3338
Mobile Homes – Permits & Inspections
Northern Region (916) 255-2501
Southern Region..... (951) 782-4420
Employee Housing Standards..... (916) 445-9471

Department of Water Resources

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 Standard(916)

ATTACHMENT I

» How to Distinguish Model Code Language – Page 1 of 1 «

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 italic font print.

[BSC] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The acronyms will appear at California Amendments and in the Matrix Adoption Tables. Sections 1.2 through 1.14 in Chapter 1, Division 1 of this code, explain the used acronyms, the application of state agency adoptions to building occupancies or building features, the enforcement agency as designated by state law (may be the state adopting agency or local building or fire official), the authority in state law for the state agency to make the adoption, and the specific state law being implemented by the agency's adoption. The following acronyms are used in Title 24 to identify the state adopting agency making an adoption.

Legend of Acronyms of Adopting State Agencies

<i>BSC</i>	<i>California Building Standards Commission (see Section 1.2)</i>
<i>SFM</i>	<i>Office of the State Fire Marshal (see Section 1.11)</i>
<i>HCD 1</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.1)</i>
<i>HCD 2</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.3)</i>
<i>HCD I/AC</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.2)</i>
<i>DSA-AC</i>	<i>Division of the State Architect-Access Compliance (see Section 1.9.1)</i>
<i>DSA-SS</i>	<i>Division of the State Architect-Structural Safety (see Section 1.9.2)</i>
<i>DSA-SS/CC</i>	<i>Division of the State Architect-Structural Safety/Community Colleges (see Section 1.9.2.2)</i>
<i>OSHPD 1</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.1)</i>
<i>OSHPD 2</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.2)</i>
<i>OSHPD 3</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.3)</i>
<i>OSHPD 4</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.4)</i>
<i>CSA</i>	<i>Corrections Standards Authority (see Section 1.3)</i>
<i>DPH</i>	<i>Department of Public Health (see Section 1.7)</i>
<i>AGR</i>	<i>Department of Food and Agriculture (see Section 1.6)</i>
<i>CEC</i>	<i>California Energy Commission (see Section 100 in Part 2, the California Energy Code)</i>
<i>CA</i>	<i>Department of Consumer Affairs (see Section 1.6): Board of Barbering and Cosmetology Board of Examiners in Veterinary Medicine Board of Pharmacy Acupuncture Board Bureau of Home Furnishings Structural Pest Control Board</i>
<i>SL</i>	<i>State Library (see Section 1.12)</i>
<i>SLC</i>	<i>State Lands Commission (see Section 1.14)</i>
<i>DWR</i>	<i>Department of Water Resources (see Section 1.12 of Chapter 1 of the California Plumbing Code in Part 2 of Title 24)</i>

The state agencies are available to answer questions about their adoptions. Contact information is provided on page iv of this code. To learn more about the use of this code refer to pages xvii and xviii. Training materials on the application and use of this code are available at the website of the California Building Standards Commission www.bsc.ca.gov.

Symbols in the margins indicate the status of code changes as follows:

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

> This symbol indicates deletion of California amendment language.

||| This symbol indicates that a change has been made to International Code Council model language.

⇒ This symbol indicates deletion of International Code Council model language.

**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 7th day of November 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 California Health and Safety Code; 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 2013 Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the 2013 Code to ICC.
- 1.2 The ownership rights defined in this paragraph 1 shall survive the termination of this Agreement.

2. Grant of License. CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2013 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 2013 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 next edition of the 2013 Code, whichever occurs first, without compensating ICC.

3. Technical Services. 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 2013 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 2010 Code, and three (3) copies of all 2010 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. Sale of Code. ICC agrees to furnish the 2013 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 2013 Code, along with any supplements and emergency updates, in order that the CBSC may make the 2013 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 ICC 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 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

5. 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, ICC shall deliver complimentary copies of the 2013 SBC, and automatically, any 2013 SBC Supplements any supplements 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 complimentary copies of the 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 to CBSC 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 2013 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 2013 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. Subscription Service. In order to ensure that the 2013 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 2013 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 2013 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: buff*)'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date, 2013 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.

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

9. Representations and Warranties of CBSC. CBSC represents and warrants that it has full authority to enter into this Agreement.

10. Term and Termination.

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.

11. Copyright Notices and Registrations. All reproductions and/or publications of the 2013 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

CBSC: Fax No.: (562) 699-9721
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 (3rd) 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 unappealable 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.

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

21. Entire Agreement. 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, all of which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 23 pursuant to future contracts or agreements between the Parties hereto. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

24. Waiver. 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.

25. Non-Frustration. 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.

26. Applicable Law. 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.

27. Headings. 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.

28. Construction. 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.

29. Third-party Beneficiaries. 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.

31. Attachments. 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: 
Mark Johnson, 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. In the event CBSC fails to 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 2013 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 2013 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 2013 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 mutually 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 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.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this PA 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 paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2010 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings 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.
- 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 submit binder specifications for approval by CBSC.
- 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 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 2013 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 shrink-wrapped.
- 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 complimentary copies of the Code as per the Agreement Attachments B, C and D as per Paragraph 5 of the Agreement.
- ICC may wholesale the 2013 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

» Depository Libraries – Page 1 of 1 «

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 Moffitt 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

ATTACHMENT C

» Selective Depository Libraries – Page 1 of 4 «

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
- 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, 95382
- 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
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.,
Los Angeles, 90015
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817
Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
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
- Law** Orange County Law Library, 515 N. Flower, Santa Ana, 92703-2354
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
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, Santa Clara, 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
 Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
 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
 Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
- Law** University of California, Law Library, Documents Dept., 400 Mrak Hall Drive, 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, 1156 High Street, Santa Cruz, 95064
- Law** University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., 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

» State Agencies – Page 1 of 2 «

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 9th 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

- 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

ATTACHMENT E

» ICC Trademark/Title Page/Binder – Page 1 of 1 «

ATTACHMENT F

» Copyright Notice – Page 1 of 1 «

[2013 Cover Art]

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ATTACHMENT G

» Preface – Page 1 of 2 «

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:

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

Phone: (916) 263-0916
FAX: (916) 263-0959

Web Page: www.bsc.ca.gov

ATTACHMENT G

» Preface – Page 2 of 2 «

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.

Members of the Building Standards Commission

Secretary Anna Caballero – Chair

James Barthman - Vice-Chair

Stephen Jensen

Randy Twist

Sheila Lee

Richard Sierra

Vacant-Structural Engineer

Rose Conroy

Richard Sawhill

Erick Mitiken

Vacant-Architect

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

» Preface – Page 1 of 1 «

California Code of Regulations, Title 24 California Agency Information Contact List

California Energy Commission

Energy Hotline(800) 772-3300
Building Efficiency Standards
Appliance Efficiency Standards
Compliance Manual/Forms

California State Lands Commission

Marine Oil Terminals(562) 499-6312

California State Library

Construction Standards..... (916) 653-7183

Corrections Standards Authority

Local Adult Jail Standards.....(916) 445-5073
Local Juvenile Facility Standards.....(916) 445-5073

Department of Consumer Affairs – Acupuncture Board

Office Standards.....(916) 515-5200

Department of Consumer Affairs – Board of Pharmacy

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

Department of Consumer Affairs – Bureau of Barbering And Cosmetology

Barber and Beauty Shop and
College Standards(800) 952-5210

Department of Consumer Affairs— Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

Insulation Testing Standards..... (916) 999-2041

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

2013 Title 24, Parts 1, 6, 8, 11, & 12

Department of Public Health

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

Department of Housing and Community Development

Residential – Hotels, Motels, Apartments,
Single-Family Dwellings..... (916) 445-9471
Permanent Structures in Mobile Home
and Special Occupancy Parks (916) 445-9471
Factory-Built Housing, Manufactured
Housing and Commercial Modular (916) 445-3338
Mobile Homes – Permits & Inspections
Northern Region (916) 255-2501
Southern Region..... (951) 782-4420
Employee Housing Standards..... (916) 445-9471

Department of Water Resources

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

ATTACHMENT I

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 italic font print.

[BSC] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The acronyms will appear at California Amendments and in the Matrix Adoption Tables. Sections 1.2 through 1.14 in Chapter 1, Division 1 of this code, explain the used acronyms, the application of state agency adoptions to building occupancies or building features, the enforcement agency as designated by state law (may be the state adopting agency or local building or fire official), the authority in state law for the state agency to make the adoption, and the specific state law being implemented by the agency's adoption. The following acronyms are used in Title 24 to identify the state adopting agency making an adoption.

Legend of Acronyms of Adopting State Agencies

<i>BSC</i>	<i>California Building Standards Commission (see Section 1.2)</i>
<i>SFM</i>	<i>Office of the State Fire Marshal (see Section 1.11)</i>
<i>HCD 1</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.1)</i>
<i>HCD 2</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.3)</i>
<i>HCD I/AC</i>	<i>Department of Housing and Community Development (see Section 1.8.2.1.2)</i>
<i>DSA-AC</i>	<i>Division of the State Architect-Access Compliance (see Section 1.9.1)</i>
<i>DSA-SS</i>	<i>Division of the State Architect-Structural Safety (see Section 1.9.2)</i>
<i>DSA-SS/CC</i>	<i>Division of the State Architect-Structural Safety/Community Colleges (see Section 1.9.2.2)</i>
<i>OSHPD 1</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.1)</i>
<i>OSHPD 2</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.2)</i>
<i>OSHPD 3</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.3)</i>
<i>OSHPD 4</i>	<i>Office of Statewide Health Planning and Development (see Section 1.10.4)</i>
<i>CSA</i>	<i>Corrections Standards Authority (see Section 1.3)</i>
<i>DPH</i>	<i>Department of Public Health (see Section 1.7)</i>
<i>AGR</i>	<i>Department of Food and Agriculture (see Section 1.6)</i>
<i>CEC</i>	<i>California Energy Commission (see Section 100 in Part 2, the California Energy Code)</i>
<i>CA</i>	<i>Department of Consumer Affairs (see Section 1.6): Board of Barbering and Cosmetology Board of Examiners in Veterinary Medicine Board of Pharmacy Acupuncture Board Bureau of Home Furnishings Structural Pest Control Board</i>
<i>SL</i>	<i>State Library (see Section 1.12)</i>
<i>SLC</i>	<i>State Lands Commission (see Section 1.14)</i>
<i>DWR</i>	<i>Department of Water Resources (see Section 1.12 of Chapter 1 of the California Plumbing Code in Part 2 of Title 24)</i>

The state agencies are available to answer questions about their adoptions. Contact information is provided on page iv of this code. To learn more about the use of this code refer to pages xvii and xviii. Training materials on the application and use of this code are available at the website of the California Building Standards Commission www.bsc.ca.gov.

Symbols in the margins indicate the status of code changes as follows:

- || This symbol indicates that a change has been made to a California amendment.
- > This symbol indicates deletion of California amendment language.
- || This symbol indicates that a change has been made to International Code Council model language.
- ↔ This symbol indicates deletion of International Code Council model language.

**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 7th day of November 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 California Health and Safety Code; 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 2013 Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the 2013 Code to ICC.
- 1.2 The ownership rights defined in this paragraph 1 shall survive the termination of this Agreement.

2. Grant of License. CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2013 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 2013 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 next edition of the 2013 Code, whichever occurs first, without compensating ICC.

3. Technical Services. 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 2013 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 2010 Code, and three (3) copies of all 2010 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. Sale of Code. ICC agrees to furnish the 2013 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 2013 Code, along with any supplements and emergency updates, in order that the CBSC may make the 2013 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 ICC 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 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

5. 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, ICC shall deliver complimentary copies of the 2013 SBC, and automatically, any 2013 SBC Supplements any supplements 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 complimentary copies of the 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 to CBSC 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 2013 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 2013 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. Subscription Service. In order to ensure that the 2013 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 2013 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 2013 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: buff*)'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date, 2013 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.

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

9. Representations and Warranties of CBSC. CBSC represents and warrants that it has full authority to enter into this Agreement.

10. Term and Termination.

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.

11. Copyright Notices and Registrations. All reproductions and/or publications of the 2013 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

CBSC: Fax No.: (562) 699-9721
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 (3rd) 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 unappealable 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.

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

21. Entire Agreement. 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, all of which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 23 pursuant to future contracts or agreements between the Parties hereto. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

24. Waiver. 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.

25. Non-Frustration. 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.

26. Applicable Law. 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.

27. Headings. 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.

28. Construction. 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.

29. Third-party Beneficiaries. 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.

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

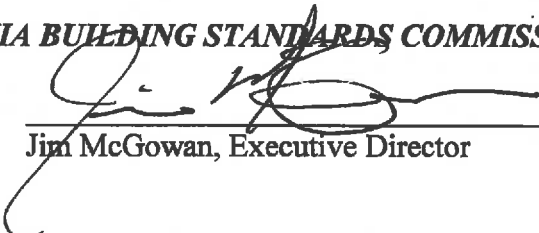
32. Amendments. The within Agreement may be amended in writing only and such an amendment must be fully executed by both Parties hereto before they become effective. Oral agreements are herein declared to be not valid and not enforceable.

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: 
Mark Johnson, 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. In the event CBSC fails to 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 2013 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 2013 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 2013 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 mutually 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 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.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this PA 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 paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2010 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings 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.
- 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 submit binder specifications for approval by CBSC.
- 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 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 2013 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 shrink-wrapped.
- 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 complimentary copies of the Code as per the Agreement Attachments B, C and D as per Paragraph 5 of the Agreement.
- ICC may wholesale the 2013 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

▶ Depository Libraries – Page 1 of 1 ◀

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

ATTACHMENT C

▶ Selective Depository Libraries – Page 1 of 4 ◀

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
- 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, 95382
- 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
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.,
Los Angeles, 90015
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817
Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
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
- Law** Orange County Law Library, 515 N. Flower, Santa Ana, 92703-2354
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
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,
Santa Clara, 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
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
Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
- Law** University of California, Law Library, Documents Dept., 400 Mrak Hall Drive,
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,
1156 High Street, Santa Cruz, 95064
- Law** University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
- 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.,
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

» State Agencies – Page 1 of 2 «

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 9th 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

- 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

ATTACHMENT E

» ICC Trademark/Title Page/Binder – Page 1 of 1 «

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» Copyright Notice – Page 1 of 1 «

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» Preface – Page 1 of 2 «

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:

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

Phone: (916) 263-0916
FAX: (916) 263-0959

Web Page: www.bsc.ca.gov

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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.

Members of the Building Standards Commission

Secretary Anna Caballero – Chair

James Barthman - Vice-Chair

Stephen Jensen

Randy Twist

Rose Conroy

Sheila Lee

Richard Sawhill

Richard Sierra

Erick Mitiken

Vacant-Structural Engineer

Vacant- Architect

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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California Code of Regulations, Title 24 California Agency Information Contact List

California Energy Commission

Energy Hotline.....(800) 772-3300
Building Efficiency Standards
Appliance Efficiency Standards
Compliance Manual/Forms

California State Lands Commission

Marine Oil Terminals.....(562) 499-6312

California State Library

Construction Standards..... (916) 653-7183

Corrections Standards Authority

Local Adult Jail Standards.....(916) 445-5073
Local Juvenile Facility Standards.....(916) 445-5073

Department of Consumer Affairs – Acupuncture Board

Office Standards.....(916) 515-5200

Department of Consumer Affairs – Board of Pharmacy

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

Department of Consumer Affairs – Bureau of Barbering And Cosmetology

Barber and Beauty Shop and
College Standards.....(800) 952-5210

Department of Consumer Affairs— Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

Insulation Testing Standards..... (916) 999-2041

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
2013 Title 24, Parts 1, 6, 8, 11, &12

Department of Public Health

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

Department of Housing and Community Development

Residential – Hotels, Motels, Apartments,
Single-Family Dwellings..... (916) 445-9471
Permanent Structures in Mobile Home
and Special Occupancy Parks (916) 445-9471
Factory-Built Housing, Manufactured
Housing and Commercial Modular (916) 445-3338
Mobile Homes – Permits & Inspections
Northern Region (916) 255-2501
Southern Region..... (951) 782-4420
Employee Housing Standards..... (916) 445-9471

Department of Water Resources

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

ATTACHMENT I

▶ How to Distinguish Model Code Language – Page 1 of 1 ◀

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 italic font print.

[BSC] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The acronyms will appear at California Amendments and in the Matrix Adoption Tables. Sections 1.2 through 1.14 in Chapter 1, Division 1 of this code, explain the used acronyms, the application of state agency adoptions to building occupancies or building features, the enforcement agency as designated by state law (may be the state adopting agency or local building or fire official), the authority in state law for the state agency to make the adoption, and the specific state law being implemented by the agency's adoption. The following acronyms are used in Title 24 to identify the state adopting agency making an adoption.

Legend of Acronyms of Adopting State Agencies

BSC	California Building Standards Commission (see Section 1.2)
SFM	Office of the State Fire Marshal (see Section 1.11)
HCD 1	Department of Housing and Community Development (see Section 1.8.2.1.1)
HCD 2	Department of Housing and Community Development (see Section 1.8.2.1.3)
HCD I/AC	Department of Housing and Community Development (see Section 1.8.2.1.2)
DSA-AC	Division of the State Architect-Access Compliance (see Section 1.9.1)
DSA-SS	Division of the State Architect-Structural Safety (see Section 1.9.2)
DSA-SS/CC	Division of the State Architect-Structural Safety/Community Colleges (see Section 1.9.2.2)
OSHPD 1	Office of Statewide Health Planning and Development (see Section 1.10.1)
OSHPD 2	Office of Statewide Health Planning and Development (see Section 1.10.2)
OSHPD 3	Office of Statewide Health Planning and Development (see Section 1.10.3)
OSHPD 4	Office of Statewide Health Planning and Development (see Section 1.10.4)
CSA	Corrections Standards Authority (see Section 1.3)
DPH	Department of Public Health (see Section 1.7)
AGR	Department of Food and Agriculture (see Section 1.6)
CEC	California Energy Commission (see Section 100 in Part 2, the California Energy Code)
CA	Department of Consumer Affairs (see Section 1.6): Board of Barbering and Cosmetology Board of Examiners in Veterinary Medicine Board of Pharmacy Acupuncture Board Bureau of Home Furnishings Structural Pest Control Board
SL	State Library (see Section 1.12)
SLC	State Lands Commission (see Section 1.14)
DWR	Department of Water Resources (see Section 1.12 of Chapter 1 of the California Plumbing Code in Part 2 of Title 24)

The state agencies are available to answer questions about their adoptions. Contact information is provided on page iv of this code. To learn more about the use of this code refer to pages xvii and xviii. Training materials on the application and use of this code are available at the website of the California Building Standards Commission www.bsc.ca.gov.

Symbols in the margins indicate the status of code changes as follows:

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

> This symbol indicates deletion of California amendment language.

|| | This symbol indicates that a change has been made to International Code Council model language.

⇨ This symbol indicates deletion of International Code Council model language.