

RESOLUTION NO. 01-26

A RESOLUTION of the City Council of the City of Port Angeles, Washington, Adopting Procedures for Accepting Donated Permit-Ready Plans.

WHEREAS, the City desires to expand and update the Permit-Ready Plan Program available to City residents to reduce permitting costs of affordable housing and simplify permit review; and

WHEREAS, Resolution 02-25 made the Permit-Ready Plan Program eligible for fee waivers regardless of the residential use as a primary residence or accessory dwelling unit; and

WHEREAS, when new engineered plan sets are offered for donation to the City, the City's permitting team will review offered plan sets to determine whether the plan sets meet the International Building Code, the International Fire Code, the International Residential Code, the National Electrical Code, the Washington State Energy Code, the Port Angeles Municipal Code, chapters 17.21 and 17.22, design standards, and any other applicable regulatory codes in effect.

WHEREAS, the City of Port Angeles may accept donated engineered plan sets and add them to the Permit-Ready Plan library on the City's website.

WHEREAS, the applicant must agree to update plans when code requirements change to remain in the Permit-Ready Plan Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ANGELES DO HEREBY RESOLVE AS FOLLOWS:

**Section 1. – Permit-Ready Plan Findings, Procedures, and Adoption of Exhibits.** The City will implement a program through which the City may review and accept by donation, without cost to the City or residents, engineered plan sets for residential and multi-family structures. Within the Port Angeles city limits, residential and multi-family structures may be constructed using such plans without further plan review. The procedures for accepting donated engineered plan sets as set forth in Exhibit A are hereby adopted. The example agreement template for donation of engineered plan sets as set forth in Exhibit B is hereby adopted.

**Section 2. – Classification.** The Permit-Ready engineered plan sets, Procedures, and Agreements referenced in Resolution shall be kept on file with the City Clerk, available for public inspection.

**Section 3. – Corrections.** The City Clerk and the codifiers of this resolution are authorized to make necessary corrections to this resolution, including, but not limited to, the correction of the scrivener's/clerical errors, references to other local, state, or federal laws, codes, or rules or regulations, or numbering, section/subsection numbers, and any references thereto.

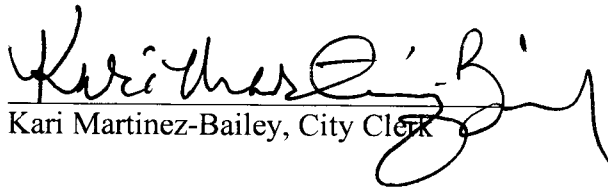
**Section 4. – Effective Date.** This Resolution, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum. This resolution shall take effect on February 1, 2026, upon the publication of an approved summary thereof consisting of the title.

PASSED by the City Council of the City of Port Angeles at a regular meeting of said Council held on the 20<sup>th</sup> day of January 2026.



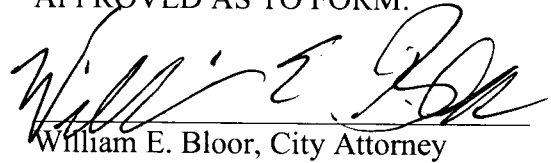
\_\_\_\_\_  
Kate Dexter, Mayor

ATTEST:



\_\_\_\_\_  
Kari Martinez-Bailey, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
William E. Bloor, City Attorney

## Exhibit A

### Permit-Ready Plan Donation Procedures

The City of Port Angeles has determined that the Department of Community and Economic Development's (CED) Building and Planning teams will accept Permit-Ready Plans only if they are donated to the City. Any Permit-Ready Plans accepted into the program must meet one of the following criteria:

- Provides multifamily housing units,
- Uses sustainable building materials,
- Uses innovative design techniques,
- Provides properly licensed modular or prefabricated options, or
- Provides infill or middle housing defined in Chapter 17.21 PAMC.

If the plan sets do not meet the criteria identified above, the company/design firm donating the plans must demonstrate that the proposed plans meet the community's needs as outlined in the 2025 Housing Needs Assessment. This will be accomplished by submitting a written narrative to the CED Manager.

To ensure a fair selection process, a single company, design firm, or housing developer may submit a limited number of engineered plan sets per year for review by the City and consideration in the Permit-Ready Plan Program, as determined by the CED Manager.

#### **Required Submittals:**

- General Building Permit Application
- Building/Construction Plans: Detailed drawings/engineering of construction plans and elevations.
- Engineering: Required for all projects in Seismic Zone E unless you demonstrate R301.2.2.1.2 IRC.
- WSEC-R 2021 Code Edition Forms: Include energy compliance documentation per the Washington State Energy Code (e.g., WSEC residential or commercial compliance forms).

#### **Desired Submittals:**

- Pre-engineered fire sprinkler plans are preferred, especially for multifamily units with four or more units.
- Project Narrative that includes information on how a potential builder can reach out to the design professional with additional questions.
- Information about the cost to build the plan set (e.g., a sample cost estimate from a contractor).

Following administrative review and decision by the CED Manager, the City will now accept the donated engineered plan set and evaluate them to ensure they meet the outlined criteria using the following procedures:

**Application Procedures:**

1. Housing developers, design firms, and builders can submit a **Permit-Ready Plan Donation Submittal Application** and the required submittals (listed above) digitally to [ced@cityofpa.us](mailto:ced@cityofpa.us), care of the Housing Administrator.
2. A project planner will be assigned, and they will route the plan set like a traditional building permit. The City's permitting team (Building, Planning, Public Works, and Fire) will review the plan set for code compliance and completeness.
  - a. The City's team will review the plan using Type I permitting procedures.
3. Once the City's permitting team approves the plan, the project planner will work with the applicant and the City's Legal department to draft a donation agreement.
  - a. The donation agreement will be a legally binding contract that specifies:
    - b. The donation agreement will be reviewed by the Housing Administrator, Legal Department, and CED Manager and sent to the applicant, City Manager, and City Attorney for final signature.
4. Once the professional agreement is signed, the Housing Administrator will then post a preview of the plan sets on the City website. After posting, the plan sets can be used by anyone developing housing within Port Angeles city limits, based upon the agreement limitations.

*Exhibit B is an example template. Before an Agreement is signed, the terms and conditions set forth below may be altered by the City.*

**Exhibit B**

**AGREEMENT FOR DONATED SERVICES  
BETWEEN  
CITY OF PORT ANGELES  
AND  
CONSULTANT NAME**

THIS AGREEMENT is made and entered into by and between THE CITY OF PORT ANGELES, a non-charter code city and municipal corporation of the State of Washington, (hereinafter called the "CITY") and **CONSULTANT NAME**, a corporation authorized to do business in the State of Washington (hereinafter called the "CONSULTANT").

WHEREAS, the CITY desires to update the Permit-Ready Plan Program available to City residents with the goal of reducing permitting costs of affordable housing; and

WHEREAS, the CONSULTANT represents that it is in full compliance with the statutes of the State of Washington for professional registration and/or other applicable requirements; and

WHEREAS, the CONSULTANT represents that it has the background, experience, and ability to perform the work in accordance with the standards of the profession; and

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

**I SCOPE OF SERVICES**

The CONSULTANT will accomplish the work detailed below:

1. Building design and construction drawing plan sets for Permit-Ready Plan Program, including ADU, Cottage Housing, Duplex, Triplex, Small Lot Infill Housing, Single-family residences, Multifamily Housing, and Mixed-Use plans.
2. Structural engineering review and design of plan set drawings.

The CITY may review the CONSULTANT'S services, and if they do not meet the Professional Standard of Care, the CONSULTANT shall make such changes as may be required by the CITY.

The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the architectural and design profession for similar services on similar projects of like size and nature and in compliance with applicable federal, state and local laws existing at the time the services are performed, including compliance with the International Building Code, the International Fire Code, the International Residential Code, the National Electrical Code, the Washington State Energy Code, the Port Angeles Municipal Code, chapters

17.21 and 17.22, design standards, and any other applicable regulatory codes in effect.

The CONSULTANT agrees to update the engineered plan sets due to updates to the building and energy codes. If the engineered plan sets are not updated to reflect the requirements of current codes in effect, the plans will be removed from the City's Permit-Ready Plan page on the City website.

## **II OWNERSHIP OF DOCUMENTS**

CONSULTANT is hereby advised that upon donation, the engineered plan set(s) are rightfully owned by the CITY, and the CONSULTANT transfers ownership interest of all Materials to the CITY.

CONSULTANT shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. CONSULTANT shall provide CITY with prompt written notice of each notice or claim of infringement received by the CONSULTANT with respect to any Materials delivered under this Contract. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CONSULTANT.

## **III TIME OF PERFORMANCE**

The CONSULTANT may begin work upon execution of this Agreement by both parties and written direction to proceed from CITY, and the duration of the Agreement shall extend through MONTH DAY, YEAR.

## **IV DONATION**

The CITY will not pay the CONSULTANT for the engineered plan set(s) and will only accept donations of engineered plans for the Permit-Ready Plan program.

## **V INDEPENDENT CONTRACTOR STATUS**

The relationship created by this Agreement is that of an owner-independent contractor. The CONSULTANT is not an employee of the CITY and is not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance within the Scope of Service. The CONSULTANT shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax.

## **VI TERMINATION OF AGREEMENT**

- A. The CITY may terminate this Agreement at any time, with or without cause, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be sent by certified mail to the CONSULTANT's designated representative at the address provided by the CONSULTANT. As a condition precedent to termination for cause, the CONSULTANT shall be given the notice period to cure such cause and shall have failed to so cure.

## **VII INDEMNIFICATION/HOLD HARMLESS**

CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT, the CITY, and the officers, officials, employees, and volunteers of either, the CONSULTANT'S liability hereunder shall be only to the extent of the CONSULTANT'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **VIII INSURANCE**

The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

No Limitation. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

### **A. MINIMUM SCOPE OF INSURANCE**

Consultant shall obtain insurance of the types described below:

1. Commercial General Liability insurance appropriate to the Consultant's profession.
2. Professional Liability insurance appropriate to the Consultant's profession.

### **B. MINIMUM AMOUNTS OF INSURANCE**

Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

### **C. OTHER INSURANCE PROVISION**

The CONSULTANT'S Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

- D. **ACCEPTABILITY OF INSURERS**  
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **NOTICE OF CANCELLATION**  
The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **FAILURE TO MAINTAIN INSURANCE**  
Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days' notice to the CONSULTANT to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith.

**IX APPLICABLE LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute, the venue of any litigation brought hereunder shall be Clallam County.

**X CONFLICTS**

In the event there is any conflict between the terms and conditions contained in this Agreement and the terms and conditions contained in Exhibit A or in any other document that is incorporated into or made a part of the contract between the CONSULTANT and the CITY, the terms and conditions of this Agreement shall control.

**XI SIGNATURES**

This Agreement, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

This Agreement is effective and binding as of the date for the last signature affixed below.

**CITY OF PORT ANGELES:**

**CONSULTANT:**

By: \_\_\_\_\_  
Nathan West, City Manager

By: \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
William E. Bloor, City Attorney

\_\_\_\_\_  
Kari Martinez-Bailey, City Clerk