

**AN ORDINANCE TO REQUIRE REGISTRATION
OF BUILDING AND REPAIR SERVICES
DURING A STATE OF EMERGENCY**

WHEREAS, during and following periods of emergency resulting from natural or manmade disaster the public is at risk from unscrupulous building contractors and repair services, scams, and other unconscionable activities related to constructing, repairing, renovating and making improvements to buildings and other structures damaged during the disaster; and

WHEREAS, registration of building construction and repair contractors during a declared emergency, as authorized pursuant to the police powers of Evans County and §§ 38-3-28 and 38-3-56 of the Official Code of Georgia Annotated, will provide a means to protect the public from unscrupulous and criminal building and repair contractors.

NOW, THEREFORE, BE IT RESOLVED, that the governing authority of Evans County hereby enacts the following Ordinance to require persons, firms, partnerships, corporations and other entities who provide building, construction, repair, renovation and related services to register with Evans County prior to doing business within the unincorporated areas of Evans County during any state of emergency and during any subsequent recovery period:

Section 1. Building Contractor Registration Required.

No person, firm partnership, corporation or other entity shall engage in, undertake or carry on any business in whole or in part within the unincorporated areas of Evans County, consisting of or relating to building, constructing, repairing, renovating or making improvements to real property including dwellings, homes, buildings, structures, or fixtures attached thereto without having registered the name of the business with the governing authority of the county and having paid fees as provided by this Ordinance.

Section 2. Definitions.

(1) Building contractor. As used in this Ordinance, the word or term 'building contractor' shall mean any person, firm, partnership, corporation or other entity engaging in, undertaking or carrying on any business consisting of or relating to building construction, repair, renovation or making improvements to real property including dwellings, homes, buildings, structures, or fixtures attached thereto.

(2) Doing business. Any building contractor shall be deemed to be 'doing business' subject to the requirements of this Ordinance if: (a) he has or operates an office, agency, project site or place of business located in the unincorporated areas of the county, whether permanently, temporarily, periodically, or otherwise, that provides the following activities in the unincorporated areas of the county expressly including but not limited to the construction, renovation or repair of dwellings or buildings or the making of improvements to real property or any fixtures attached thereto; or (b) he performs the following activities or services in the unincorporated areas of the county expressly including but not limited to the construction, renovation or repair of dwellings or buildings or the making of improvements to real property or any fixtures attached thereto regardless of the location of the principal office.

(3) State of Emergency. The term 'state of emergency' is defined, pursuant to § 38-3-3(5) of the Official Code of Georgia Annotated, as a condition declared by the Governor when, in his judgment, the threat or actual occurrence of a disaster is of sufficient severity and magnitude as to warrant extraordinary efforts in preventing or alleviating the damage, loss, hardship, or suffering threatened or caused thereby.

(4) Subsequent Recovery Period. The term 'subsequent recovery period' is defined as that period during which the disaster continues to cause disruptions in the disaster area but shall not exceed three (3) months after the emergency declaration has been terminated by the Governor.

Section 3. Registration; Certification.

All building contractors doing business or proposing to do business in the unincorporated areas of Evans County during a state of emergency or the subsequent recovery period shall register and file applications with the clerk of the governing authority of the county or such other person designated by the governing authority at the county courthouse or such other place or places designated by the county. The building contractor shall, under oath, provide the county governing authority with a statement describing the general nature of the business to be conducted and give true and correct information as may be called for on the registration form, application or certificate provided by the county.

Section 4. Registration Fees.

Building contractor registration fees are hereby fixed under the terms and conditions of this Ordinance at \$50.00 per annum. Registration fees shall be paid in full at the time of issuance of the registration certification.

Section 5. Penalties.

Any building contractor required by this Ordinance to pay a registration fee who engages in business without first registering and receiving a registration certification from the county as required shall be in violation of this Ordinance. Violation of this Ordinance, upon conviction, shall be punishable by a fine not to exceed \$1,000.00 per violation and/or imprisonment not to exceed sixty (60) days. Each day a building contractor does business in the unincorporated areas of the county without complying with this Ordinance shall constitute a separate offense.

Section 6. Transferability.

Each certification issued under this Ordinance is granted to, and shall be accepted by, the building contractor under the condition that the same is not transferable and after issuance no such certification shall be transferred by the county or the building contractor to another individual or entity.

Section 7. Display of Registration Certification.

Each certification issued hereunder shall be posted conspicuously by the Building contractor in the place of business of the building contractor or shall be carried on his person or vehicle used in such business. Such certification shall be exhibited to any authorized enforcement officer when so requested.

Section 8. Revocation; Suspension.

Each certification granted under this Ordinance is a mere permit to engage in the business only so long as said business is conducted in a lawful manner. The county governing authority hereby reserves the right to revoke or suspend any certification granted hereunder, if the building contractor, or the building contractor's agent or employee acting within the scope of his employment, violates this Ordinance or any other county, State or federal law. If, after issuance of a certification, the county desires to revoke such certification, written notice thereof shall be given to the building contractor, which notice shall specify the violation with which the building contractor is charged and a date, time and place at which a hearing shall be held with regard to the violation. The building contractor shall have an opportunity to be heard at such hearing, shall have the right to be represented by counsel, and shall have the right to introduce and submit evidence in opposition to such revocation.

Section 9. Severability.

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by the court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of the Ordinance.

Section 10. Effective Date; Expiration.

This Ordinance shall take effect on the date of its being duly adopted and shall apply to all building contractors doing business in the unincorporated areas of Evans County on that date and doing business on any date thereafter. However, this Ordinance and any certification issued pursuant to it shall be operative only during the period of a declared state of emergency and any subsequent recovery periods.

(MODEL AGREEMENT)
GENERAL RELEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF _____

FOR AND INCONSIDERATION OF work performed by _____
County on subject property located at _____.
I/We, the owners of subject property acknowledge and do forever release, acquit, discharge and covenant to hold harmless _____ County and any of its officers, agents, and employees from any and all action, causes of action, claims, demands, damages, costs, loss of services, compensation and losses and expenses of whatsoever kind or nature in law or equity, for and on account of, or in any way growing out of, any and all known and unknown personal injuries and/or property damages that the undersigned may now or hereafter have as owners of the subject property resulting from work being performed on the subject property on or about _____, 20____.

It is further understood and agreed that this Release Agreement extends to and includes indemnification for the negligence, if any, of the county, its officers, agents, servants and employees either direct or vicarious, or for its or their own act or omission that would or may constitute negligence of which would or may constitute the creation or maintenance of a nuisance.

I/We have carefully read the foregoing and fully understand and agree to the same and have executed the same freely and voluntarily. Furthermore, I/We have consulted or been given the opportunity to consult with an attorney of my/our own choosing prior to the execution of this document.