

Hover form fields for instructions.

## **Communications Provider in Public Right-of-Way Registration**

PURSUANT TO LAND DEVELOPMENT CODE SECTION 2501038, EVERY COMMUNICATIONS PROVIDER WITHIN THE CITY'S RIGHTS-OF-WAYS SHALL REGISTER WITH THE DEVELOPMENT SERVICES DEPARTMENT.

### **Instructions**

Use this form to register as a Communications Services provider as defined in Land Development Code Article XVI, in order to have the privilege of applying or having a contractor doing work for a Communications Services provider applying for a Right-of-Way permit to place or maintain a communications system or facilities in the public rights-of-way.

The information submitted will be reviewed by the Community Development Division. If it is found that the applicant complied with the requirements in Division 3, the Registration shall be effective and the City shall notify the applicant of the effectiveness of Registration in writing. If the City determines that the applicant is not in compliance, the City shall notify the applicant in writing of the non-effectiveness and denial of Registration and the reasons therefore within FIFTEEN (15) days after receipt of the Registration and required information from the applicant. Non-effectiveness and denial of Registration shall not preclude an applicant from reapplying or filing subsequent applications for Registration under the provisions of Division 3.

AN EFFECTIVE REGISTRATION DOES NOT, AND SHALL NOT BE CONSTRUED TO, CONVEY EQUITABLE OR LEGAL TITLE IN THE PUBLIC RIGHTS-OF-WAY TO ANY COMMUNICATIONS SERVICES PROVIDER.

Registration under Article XVI, Division 3 governs only the placement or maintenance of a Communications System or Communications Facilities in the Public Rights-of-Way. Other ordinances, codes or regulations may apply to the placement or maintenance in the Public Rights-of-Way of facilities that are not part of a Communications System. Registration does not excuse a Communications Services Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on those facilities or property belonging to the City or another Person. Registration does not excuse a Communications Services Provider from complying with all other applicable City ordinances, codes or regulations, including the rules, regulations and general conditions set forth in Article XVI.

A Communications Services Provider may cancel a Registration upon written notice to the City stating that it will no longer place or maintain a Communications System or any Communications Facilities in the Public Rights-of-Way and will no longer have a need to apply for Right-of-Way Permits to perform construction or other work in the Public Rights-of-Way. A Communications Services Provider cannot cancel a Registration if it intends to continue placing or maintaining a Communications System or any Communications Facilities in the Public Rights-of-Way.

REGISTRATION, IN AND OF ITSELF, DOES NOT ESTABLISH A RIGHT TO PLACE OR MAINTAIN OR A PRIORITY FOR THE PLACEMENT OR MAINTENANCE OF A COMMUNICATIONS SYSTEM OR ANY FACILITY IN THE PUBLIC RIGHTS-OF-WAY, BUT SHALL ESTABLISH FOR THE COMMUNICATIONS SERVICES PROVIDER A RIGHT TO APPLY FOR A RIGHT-OF-WAY PERMIT FROM THE CITY. Registrations are expressly subject to any future amendment to or replacement of Article XVI of the Land Development Code and further subject to any additional City ordinances, as well as any State or Federal laws that may be enacted. Registration does not excuse or exempt a Communications Services Provider from having to obtain a Business Tax Receipt from the City in accordance with Land Development Code Chapter 10.

A Communications Services Provider is required to renew its Registration with the City by October 1 of even numbered years in accordance with the Registration requirements in Article XVI, except that any Communications Services Provider that initially Registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew its Registration until the next even numbered year. Within thirty (30) days of any change in the information required to be submitted pursuant to Subsection 2501038(4), a Communications Services Provider shall provide updated information to the City. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Failure to renew a Registration may result in the City suspending of registration and Permits until the Communications Services Provider has complied with the Registration requirements under Article XVI of the Land Development Code.

**Instructions (cont'd)**

In accordance with applicable City ordinances, codes or regulations, a Right-of-Way Permit is required for a Communications Services Provider to place or maintain a Communications Facility in the Public Rights-of-Way. An effective Registration shall be a condition of obtaining such a permit. Notwithstanding an effective Registration, all permitting requirements shall apply. A permit may be obtained by or on behalf of the Communications Services Provider having an effective Registration if all permitting requirements of the City and other provisions of Article XVI have been met.

**Company Information**

Company name \_\_\_\_\_ Phone \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**Registered Agent Information**

Registered agent \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

**Branch office Information**

Street address for office located in the City of Coral Springs (if applicable) \_\_\_\_\_ ZIP Code \_\_\_\_\_

**Primary Contact Information**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

**Emergency Contact Information (if other than primary contact)**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

Type of communications services that the company intends to provide in Coral Springs

FCC Certificate of Authorization/ license number for provision of communications services number

General liability insurance provider

Phone

Worker's compensation insurance provider

Phone

Application will not be deemed complete nor schedule for processing until the following are provided:

- Indemnification agreement (see page 4)
- Evidence of insurance coverage (LDC Section 2501038(4)(e))
- Copy of the applicant's certificate of authorization issued by the Florida public service commission, the Federal Communications Commission, or the Department of State, if applicable, and acknowledgment that registrant has received and reviewed a copy of LDC Section 2501038
- Statement of whether the applicant presently provides communications services within the jurisdictional limits of the city at the time of registration and remits communications services taxes, whether the applicant intends to offer communications services or to be a pass-through provider, as defined in Subsection 2501025

On behalf of the Company, the undersigned represents and acknowledges the (a) the information provided is true and correct, including all attachments, (b) he or she is authorized to apply for Registration on behalf of the Company, and (c) the appropriate employee(s) for the Company has received and reviewed a copy of the City of Coral Springs Land Development Code Article XVI - Communications Facilities.

Authorized signature/date

Title

### To be completed by the Community Development Division

Accepted by

Petition number

Date Field

## Indemnification Agreement

- A. The registrant shall, at its sole cost and expense, indemnify, hold and defend the city of coral springs ("city") and its officers, directors, agents, servants, employees, successors, and assigns harmless from and against any and all claims, suits, actions, damages and causes of action for personal injury, death or property damage, any other losses, damages, charges of death or property damage, any other losses, damages, charges or expenses, including attorneys' fees, witness fees, court costs and any orders, judgments or decrees which may be entered which rise out of, in connection with or attributable to, registrant's construction, maintenance, occupation, placement, repair, relocation, removal or operation by the registrant of any portion of the communications system or business excepting only those claims resulting from the gross negligence or the wanton and willful acts of the city. The registrant shall undertake at its own expense, the defense of any action which may be brought against the city for damages, injunctive relief or for any other cause of action arising or alleged to have arisen out of, in connection with or attributable to, the foregoing and, in the event any final judgment therein should be rendered against the city resulting from the foregoing, the registrant shall promptly pay the final judgment together with all costs relating thereto; the registrant being allowed, however, an appeal or appeals to the appropriate court or courts from the judgment rendered in any such suit or action upon the filing of such supersedeas as bond as shall be required to prevent levy or judgment against the city during such appeal or appeals.
- B. Nothing in article xvi shall prohibit the city from participating in the defense of any litigation by its own counsel and obtaining indemnification of the reasonable costs associated therewith upon a court order awarding such costs.
- C. The ci shall give prompt written notice to a registrant of any claim for which the city seeks indemnification. The registrant shall have the right to investigate, defend and compromise these claims subject to prior city approval, which approval shall not be unreasonably withheld. Failure of the city to provide written notice shall not waive the requirement of LDC subsection 2501038(4)(d)(1). In no event shall the city indemnify a registrant
- D. Nothing contained in this provision shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida statutes.
- E. This indemnification provision shall survive following the termination of any registration. In no event shall the city indemnify a registrant and/or the owner or operator of a communications facility.

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Authorized signature/date

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Title