



**FIRST AMENDMENT TO MANAGEMENT CONTRACT BY AND BETWEEN BROWARD COUNTY
AND OMNI HOTELS MANAGEMENT CORPORATION**

This First Amendment to Management Contract ("First Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida (the "Owner"), and Omni Hotels Management Corporation, a Delaware corporation ("Operator"). Owner and Operator are referred to collectively in this Contract as the "Parties" and individually as a "Party."

RECITALS

A. Owner and Operator are parties to that certain Management Contract dated March 15, 2022 (the "Contract"), pursuant to which Operator manages the Omni Fort Lauderdale Hotel on behalf of Owner.

B. Owner desires to amend the minimum insurance requirements of the Contract, and Operator is willing do so upon the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. Amendments to the Contract made pursuant to this First Amendment are indicated herein by use of ~~strikethroughs~~ to indicate deletions and double-underlining to indicate additions.

3. Section 5.1.1 of the Contract is hereby amended as follows:

5.1.1 As further detailed in Exhibit D, the Parties, with respect to Section 1 of Exhibit D, and Owner, with respect to Section 2 of Exhibit D, shall, at all times during the Operating Term, maintain insurance for the Hotel with the coverages described in Exhibit D as an Operating Expense. If the Party procuring the insurance pursuant to Exhibit D fails to maintain such insurance for the Hotel, the other Party may, as an Operating Expense, procure such insurance for the Hotel. The Parties acknowledge and agree that the insurance coverages set forth in this Article 5 and Exhibit D are a material aspect of the risk allocation between the Parties and that the coverages, including ~~minimum deductibles~~ amounts, may not be changed without the prior written consent of both Parties. The County Administrator, or the County Administrator's delegee, is delegated

authority to provide written consent to the amendment of Exhibit D upon the written concurrence of the Broward County Risk Management Division.

4. Section 5.5 of the Contract is hereby amended as follows:

5.5 Duties of Operator. Operator shall promptly:

5.5.1 cause to be investigated all accidents and claims for damage relating to the operation and maintenance of the Hotel, as they become known to Operator, and shall report to Owner any such incident that is material;

5.5.2 cause to be investigated all damage to or destruction of the Hotel, as it becomes known to Operator, and shall report to Owner any such incident that is material, together with the estimated cost of repair thereof;

5.5.3 prepare any and all reports required by any insurance company as the result of an incident mentioned in this Section 5.5, and upon Owner's request, shall act as the sole agent for all other named insureds, additional insureds, mortgagees, and loss payees; ~~and~~

5.5.4 upon Owner's request, retain, on behalf of Owner and at Owner's expense, all consultants and experts, including architects, engineers, contractors, accountants, and attorneys selected or approved by Owner, as needed, to assist in analyzing any loss or damage, determining the nature and cost of repair, and preparing and presenting any Proofs of Loss or claims to any insurers; ~~and~~

5.5.5 comply with all policy provisions with respect to duties after loss, including but not limited to timely notification of insurers, taking steps to safeguard property from further damage, and cooperating with insurers after a loss.

5. Exhibit D of the Contract is hereby amended and restated in its entirety as set forth on Exhibit D attached hereto.

6. The Contract, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Contract and this First Amendment to the Contract. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Except as modified herein, all terms and conditions of the Contract shall remain in full force and effect.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

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Execution pages to follow.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and OPERATOR, signing by and through its Executive Vice President.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By **Benjamin Crego** Digitally signed by Benjamin Crego
Date: 2025.09.23 08:58:13 -04'00'
Benjamin Crego (Date)
Senior Assistant County Attorney

By **MICHAEL KERR** Digitally signed by MICHAEL KERR
Date: 2025.09.23 09:23:05 -04'00'
Michael J. Kerr (Date)
Chief Counsel

**FIRST AMENDMENT TO MANAGEMENT CONTRACT BY AND BETWEEN
BROWARD COUNTY AND OMNI HOTELS MANAGEMENT CORPORATION**

Operator

OMNI HOTELS MANAGEMENT CORPORATION

ATTEST:

By 
Secretary


Executive Vice President

Paul A. Jorge

Michael G. Smith

CORPORATE SEAL

19th day of ~~August~~, 2025
Sept.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

1. **LIABILITY INSURANCE.**

Unless requested otherwise by Owner, Operator shall on Owner's behalf, at all times during the Operating Term, as an Operating Expense:

- a. maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, liquor liability, innkeepers' liability, contractual liability, independent contractors' liability, and personal and advertising injury liability against claims occurring on, in, or about the Hotel, or any elevator or escalator therein, and on, in, or about the adjoining streets and passageways thereof, or otherwise, arising under this Contract. Unless Operator approves otherwise in writing, such coverage shall be structured as a low deductible or guaranteed cost program in order to minimize expenses associated with any Claims;
- b. maintain business automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- c. maintain appropriate worker's compensation and employer's liability insurance as shall be required by and be in conformity with the laws of the state of in which the Hotel is located for all Hotel Personnel with mutually agreed upon deductibles and limits. Unless Operator approves otherwise in writing, such coverage shall be structured as a low deductible or guaranteed cost program in order to minimize expenses associated with any Claims.
- d. maintain such other insurance (including fidelity/crime coverage, garage keepers liability, and liquor liability) against other insurable risks not covered under subsections (a) and (b) which, at the time, are commonly insured against by owners of hotel premises in the Hotel's market area, with due regard being or to be given to the then existing circumstances and to the type, construction, design, use, and occupancy of the Hotel.

2. **PROPERTY INSURANCE.**

- a. Owner shall, at all times during the Operating Term, as an Operating Expense keep all Hotel building, and its contents, insured for the benefit of Owner and Operator:
 - i. against "risks" of physical loss or damage under causes of loss – special form or equivalent for the full replacement value thereof, without exclusion for loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, sprinkler leakage,

volcanic action, breakage of glass, falling objects, weight of ice and snow or sleet, water damage, weather conditions, or collapse, except for coverage against the perils of named windstorm, flood, and earthquake which Owner, in its sole discretion, may obtain for less than the full replacement value of the Hotel building and its contents, subject to the terms, minimums, and sub-limits set forth in Section 2(a)(i)(1) below:

- (1) Owner, in its sole discretion, may keep and maintain property insurance with named windstorm, flood, and earthquake insurance sub-limits that are less than the full replacement value of the Hotel building and its contents; provided that the sub-limits of such policies shall be at least the greater of (a) \$100 Million for the perils of named windstorm and \$50 Million for the perils of flood and earthquake or (b) the projected one (1) in two hundred fifty (250) year loss amount for each respective peril, as determined annually by an analytics firm selected by Owner;
- ii. against such other “all risk” perils, including earthquake and flood, commonly insured against by a Difference in Conditions insurance policy in such amounts as are obtainable from time to time, but in no event in amounts less than those required under the terms of the Mortgage(s);
- iii. on equipment for the supply or control of heat, light, power, hot water, cold water, gas, refrigeration, or air conditioning against direct or consequential loss or damage, as customarily covered under a Boiler and Machinery policy with a comprehensive definition of insured equipment, in the amount of at least \$5,000,000 or amounts as Owner or Operator may from time to time reasonably require;
- iv. for such other risks (including loss to fine arts, accounts receivable, valuable papers and records, electronic media and records, and shipments in transit) that, at the time, are commonly insured against by owners of hotel premises in the Hotel’s market area with due regard to be given to the then existing circumstances and to the type, construction, design, use and occupancy of the Hotel; and
- v. against Business Interruption and Extra Expense resulting from loss or damage from the hazards specified above, to owned or non-owned property, which prevents normal operations from continuing; such insurance shall be written on an Actual Loss Sustained basis in an amount equal to at least one (1) year’s expected net income before income tax (calculated according to Generally Accepted Accounting Principles), plus continuing normal operating expenses, including the Management Fee, Centralized Services Fees, and Corporate Allocations and Charges, salaries and related payroll items, and all other Reimbursable Expenses, that necessarily continue, notwithstanding the business interruption; the insurance shall also provide Extended Period of Indemnity

provisions for payment of loss until normal operations resume, but in any event for a period of not less than 180 days after business operations have resumed.

b. "Full replacement value," as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item of property, with materials of like kind and quality in compliance with, and without, an exclusion pertaining to application of, any law or building ordinance regulating repair or construction at the time of loss, and without deduction for physical, accounting, or any other depreciation, in an amount sufficient to meet the requirements of any applicable co-insurance clause and to prevent Owner from being a co-insurer.

3. COVERAGE

- a. Commercial General Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 personal & advertising injury
 - \$2,000,000 general aggregate per location
 - \$2,000,000 products-completed operations aggregate
- b. Automobile Liability
 - \$1,000,000 per accident (BI & PD combined single limit)
 - \$1,000,000 uninsured/underinsured motorist
- c. Umbrella & Excess Liability
 - \$100,000,000 per occurrence & aggregate
- d. Workers' Compensation
 - Statutory
 - Employers Liability
 - \$1,000,000 each accident-bodily injury by accident
 - \$1,000,000 policy limit-bodily injury by disease
 - \$1,000,000 each employee-bodily injury by disease
- e. Fidelity/Crime
 - \$2,500,000 each loss
- f. Property Insurance
 - All-Risk coverage (including boiler & machinery)
 - Replacement cost valuation
 - Coverage to include earthquake and flood
 - Business Interruption

- g. Other Requirements:
 - A.M. Bests Rating ☐ A- VI
 - Certificate of insurance provided 30 days prior to inception

4. ADDITIONAL COVERAGE

In the event that applicable law prohibits Operator from being named an additional insured at Owner's expense for any of the above policies, Operator may charge Owner an insurance fee equal to the amount of the premiums for such insurance, which shall be paid to by Owner to Operator within 30 days of receipt of invoice without mark-up.

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