Exhibit 1

**PROPOSED**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE TERMS OF A LEASE AGREEMENT BETWEEN BROWARD COUNTY ("COUNTY") AND FEDEX OFFICE AND PRINT SERVICES, INC. ("LEASE AGREEMENT"), FOR THE USE OF SPACE LOCATED AT THE OMNI FORT LAUDERDALE HOTEL; MAKING THE NECESSARY FINDINGS REQUIRED TO APPROVE THE LEASE AGREEMENT PURSUANT TO SECTION 125.35, FLORIDA STATUTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO FURTHER NEGOTIATE AND EXECUTE THE LEASE AGREEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") owns the Omni Fort Lauderdale Hotel ("Hotel") located at 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316;

WHEREAS, on March 15, 2022, the Broward County Board of County Commissioners ("Board") approved the Management Contract ("HMA") by and between Broward County and Omni Hotels Management Corporation ("Omni"), under which Omni is authorized to supervise, direct, and control the management, operation, and promotion of all aspects of the Hotel, as the agent of the County and exclusive operator of the Hotel during the Operating Term (as defined in the HMA);

WHEREAS, Section 2.2.5 of the HMA authorizes Omni, on behalf of and in the name of the County and subject to terms approved by the County, to negotiate and administer leases and licenses for the use and occupancy of public spaces at the Hotel;

WHEREAS, pursuant to the HMA, Omni must obtain the County's prior written approval to enter into any lease, license, or concession agreement for the use of office, retail, lobby, or other commercial space at the Hotel;

WHEREAS, leveraging its industry relationships and experience with comparable convention hotels, Omni invited proposers to submit letters of intent to provide package and logistics services at the Hotel within approximately 537 square feet of space located on Level 4 of the Hotel and other ancillary spaces for a total of approximately 960 square feet of leased space ("Leased Premises");

WHEREAS, following review and negotiation of the proposals, the County, in consultation with Omni, determined that the proposal from FedEx Office and Print Services, Inc. ("FedEx"), on terms provided in Exhibit A attached hereto, offers the most favorable economic terms and strongest credit profile, and is generally consistent with or more favorable than market terms for similar commercial arrangements at other Omni-managed hotels;

WHEREAS, Section 125.35, Florida Statutes, authorizes the Board to lease real property belonging to the County whenever the Board determines that it is in the best interest of the County to do so, to the highest and best bidder for the particular use the Board deems to be the highest and best, and for such length of term and such conditions as the Board may in its discretion determine;

WHEREAS, the Board finds that (1) leasing the Leased Premises for use as a business center on the terms provided in Exhibit A ("Proposed Use") represents the highest and best use of the Leased Premises, (2) FedEx's proposal as outlined in Exhibit A represents the highest and best bidder for the Proposed Use of the Leased

Premises, and (3) entering into a lease agreement with FedEx for the Proposed Use is important to the Hotel operations and is in the best interest of the County; and

WHEREAS, based on the foregoing, the Board desires to enter into a lease agreement with FedEx for the Proposed Use of the Leased Premises, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board hereby approves the County's entry into a lease agreement with FedEx for the Leased Premises at the Hotel for the Proposed Use on the terms provided in Exhibit A.

Section 3. Pursuant to Section 125.35, Florida Statutes, the Board finds that (1) entering into a lease agreement with FedEx for the Proposed Use is important to the Hotel operations, and is in the best interest of the County, (2) FedEx's proposal represents the highest and best bidder for the Proposed Use of the Leased Premises, and (3) leasing the Leased Premises for the Proposed Use represents the highest and best use of the Leased Premises.

Section 4. The County Administrator is authorized to further negotiate and execute the lease agreement with FedEx on behalf of the County, consistent with the terms of FedEx's proposal and Exhibit A, subject to approval as to legal sufficiency by the Office of the County Attorney.

Section 5. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 6. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

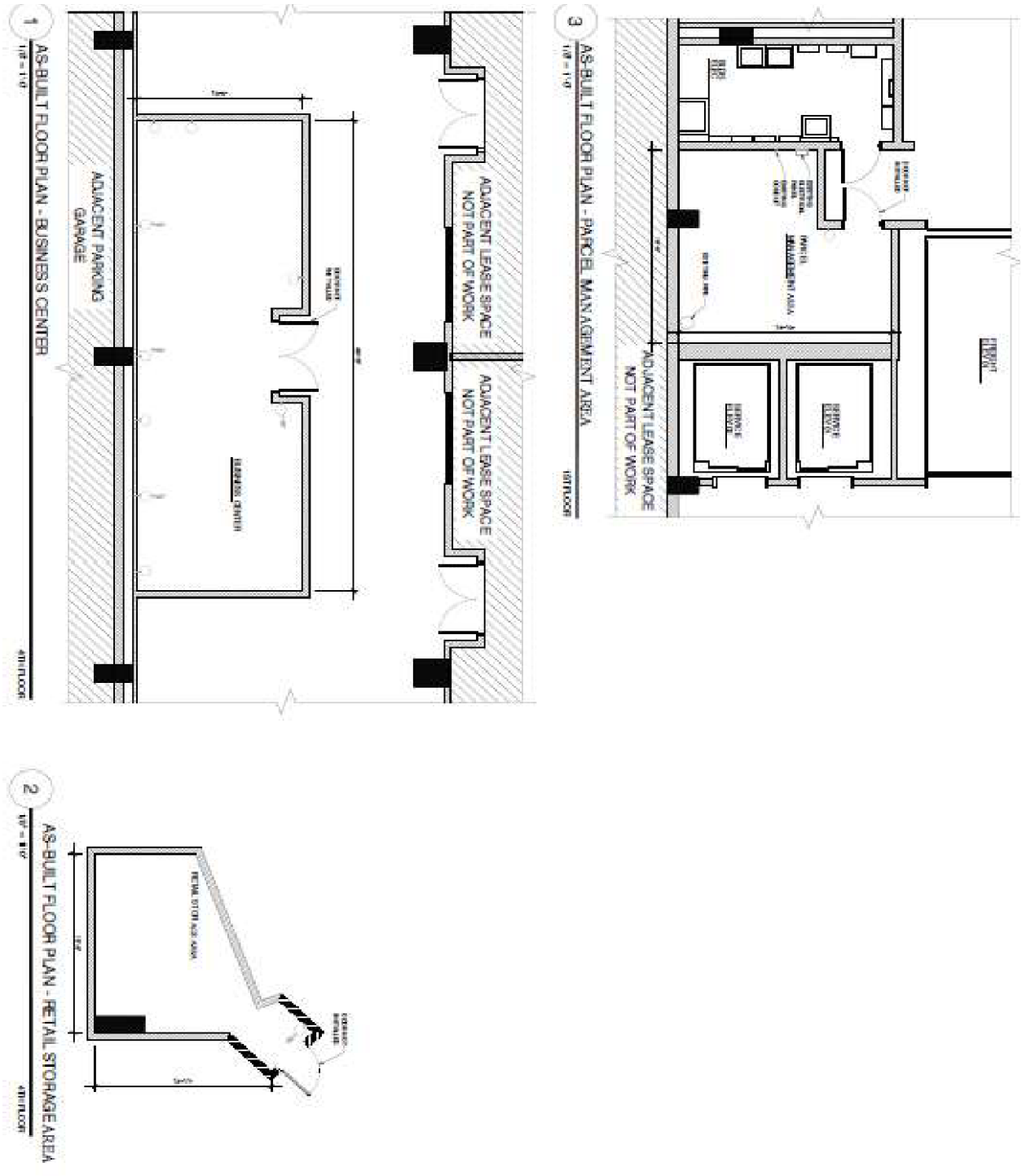
By: */s/ Claudia Capdesuner* 05/29/2025
Claudia Capdesuner (date)
Assistant County Attorney

By: */s/ Annika E. Ashton* 05/29/2025
Annika E. Ashton (date)
Deputy County Attorney

CC/sr
FedEx Hotel Lease Resolution
05/29/2025
#1171431v4

**Exhibit A to Resolution**

Terms of Business Center Lease Agreement

1. Landlord: Broward County, a political subdivision of the State of Florida
2. Tenant : FedEx Office and Print Services, Inc., a Texas corporation
3. Leased Premises:
    a. Building: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316.
    b. Premises:
        i. Business center space consisting of approximately 537 square feet located on level 4 of the Hotel, at the location designated on the Site Plan (the "Business Center"),
        ii. Parcel management area consisting of approximately 238 square feet located on level 1 of the Hotel in close proximity to the service elevators as shown on Site Plan (the "Parcel Management Area"), and
        iii. Storage area consisting of approximately 185 square feet located on level 4 of the Hotel near the Business Center as shown on the Site Plan (the "Retail Storage Area").
4. Term:
    a. Initial Term: 60 full months following the date Tenant opens for business on the Leased Premises
    b. Renewal Term: One Five-Year Renewal Term at Tenant's Option to be exercised no less than 6 months before the end of the Initial Term
5. Use of the Premises: The Premises shall be used and occupied by Tenant solely for the purpose of the operation of a business center branded as "FedEx Office" or such other branding consistent with Tenant's other national locations, and in accordance with the standards of the Hotel
6. Termination Rights:
    a. Landlord may terminate with 90 days prior written notice to Tenant upon notice of a pending sale of the Hotel.
    b. Tenant may terminate with 90-days written notice if:
        i. any applicable law prohibits Tenant's use;
        ii. the Hotel is no longer operated as an Omni Hotel or another nationally known brand;
        iii. Net revenues from Tenant's operations at the Hotel for any consecutive 12-month period are less than $500,000.
7. Rent:
    a. Fixed Rent: $3,333.33 minimum monthly rent.
    b. Percentage Rent:
        - 10% of the portion of Net Revenues for such Lease Year that is greater than $300,000 but less than or equal to $500,000; plus
        - 12.5% of the portion of Net Revenues for such Lease Year that is greater than $500,000 but less than or equal to $700,000; plus
        - 15% of the portion of Net Revenues for such Lease Year that is greater than $700,000.

# Site Plan of Premises