

**SECTION 4.** That the Interlocal Agreement will provide that the County shall reimburse the City for all costs of labor, materials, and supplies necessary to provide the capital improvements described herein.

**SECTION 5.** That title to the guard house facility shall remain with the City or its assignee and said facility shall be leased in perpetuity to the County for \$10.00 per annum until such time as the district is legally abolished.

**SECTION 6.** That the guard house facility herein approved to be constructed shall be located within the public right-of-way located approximately 130 feet east of S.W. 67<sup>th</sup> Avenue on S.W. 144th Street.

**SECTION 7.** That the County shall be responsible for operating traffic control devices to enable guards to record the date and time of entry, vehicle make, model, color, and license tag number, it being understood and agreed that no visitor to the District will be denied access or entry to the District under any condition.

**SECTION 8.** That the traffic control devices shall be operated and maintained in accordance with the provisions specified in a permit between the City and Miami-Dade County.

**SECTION 9.** It is understood that the City Manager is hereby authorized to expend an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00) to be reimbursed by the County, to furnish and install the aforementioned capital improvements, and is authorized to enter into and execute an Interlocal Agreement in substantially the form attached hereto.

**SECTION 10.** It is understood and agreed that the Kings Bay Homeowner's Association will contribute \$125,000.00 of the estimated \$320,000.00 needed to construct the guard house with the difference billed to Miami-Dade County Taxing District.

**SECTION 11.** That the County shall be responsible for contracting for a uniformed commercial security guard service, duly licensed and bonded and State of Florida approved, for the purpose of providing service at the approximate location specified herein, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year; or in the alternative the same services may be provided using uniformed off-duty police officers. These services shall be defrayed from annual service special assessment levied within the District.

**SECTION 12.** That the approvals herein granted received the affirmative vote of the residents of Kings Bay in an election conducted according to the Miami-Dade County Commission.