

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.27  
(ID # 12704)

**MEETING DATE:**  
Tuesday, August 25, 2020

**FROM:** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY LIBRARY SYSTEM:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE COUNTY LIBRARY SYSTEM: Ratification and approval of the Sixth Amendment with Hemet Unified School District for the Joint Use of Facilities at Hamilton High School, Five-Year Extension, CEQA Exempt, District 3, [\$226,689], 100% County Library Fund (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Ratify and approve the attached Sixth Amendment Between the County of Riverside and the Hemet Unified High School District for the Joint Use of Facilities Located at Hamilton High School, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board

**ACTION:** Policy

  
Rose Salgado, Director of Facilities Management 6/24/2020

  
Suzanne Holland, Director of EDA 7/23/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: Jeffries  
Date: August 25, 2020  
xc: FM-RE

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 43,695	\$44,567	\$ 226,689	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> County Library Fund			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21- 2024/25	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

Riverside County Library System (RCLS) provides public library services to the community of Anza through a Joint Use Agreement (Agreement) at Hamilton High School located at 57430 Mitchell Road, Anza, California. This facility is operated in conjunction with Hemet Unified School District and on-going library operations are arranged and maintained by the Library Administrator. This location continues to meet RCLS needs. This Sixth Amendment to the Agreement extends the term for an additional five years commencing July 1, 2020 and terminating on June 30, 2025.

Pursuant to the California Environmental Quality Act (CEQA), the Sixth Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption, and Section 15061(b)(3), “Common Sense” exemption. The proposed project, approval of the Sixth Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The attached Sixth Amendment to the Agreement is summarized below:

District Address: Hemet Unified School District  
1791 W. Acacia Avenue  
Hemet, California 92545

Location: 57430 Mitchell Road  
Anza, California 92539

Square Footage: 5,400 square feet

Term: July 1, 2020, through June 30, 2025

Rent: Annual payment of \$41,503.50 effective July 1, 2020



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Rental Adjustments: Two percent increase annually  
Maintenance: District  
Custodial: District  
Utilities: District

The attached Sixth Amendment to the Agreement has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

There will be a positive impact on residents and local businesses as this facility will continue to provide library services and programs to the community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

See attached Exhibits A, B, and C. All associated costs for this Sixth Amendment will be budgeted in FY2020/2021-FY2024/25 by the RCLS. RCLS will reimburse the Department of Facilities Management- Real Estate for all associated costs on an annual basis.

**Contract History and Price Reasonableness**

This Sixth Amendment is a five-year extension of the original Joint Use Agreement and the use rate is deemed below the current market rate.

The original Joint Use Agreement has been amended five times previously to extend the term and modify the annual costs.

**Amendment**

**Date and M.O.**

Joint Use Agreement	June 17, 2003 (M.O. 3-7)
First Amendment to Joint Use Agreement	June 30, 2009 (M.O. 3-19)
Second Amendment to Joint Use Agreement	July 13, 2010 (M.O. 3-39)
Third Amendment to Joint Use Agreement	June 28, 2011 (M.O. 3-53)
Fourth Amendment to Joint Use Agreement	March 20, 2012 (M.O. 3-5)
Fifth Amendment to Joint Use Agreement	June 30, 2015 (M.O. 3-13)


**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

AN002

Attachments:

- Exhibit A, B, and C
- Sixth Amendment to Joint Use Agreement Between the County of Riverside and the Hemet Unified School District for the Joint Use of Facilities Located at Hamilton High School
- Notice of Exemption
- Aerial Image

CD:ar/061920/AN002/30.209

  
Steven Atkeson

8/17/2020

  
Gregory V. Priamos, Director County Counsel

8/10/2020



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

5/28/20  
Date

PP  
Initial

## NOTICE OF EXEMPTION

May 28, 2020

**Project Name:** Sixth Amendment to Hamilton High School Library Joint Use

**Project Number:** FM042100000200

**Project Location:** 57430 Mitchell Road, west of Bohlen Road, Anza, California 92539; Assessor's Parcel Number (APN) 575-050-047; (See Attached Exhibit)

**Description of Project:** The County Library provides public library services to the Anza Community through a joint use agreement with Hemet Unified High School District. The County provides these library services at the Hamilton High School Library located at 57430 Mitchell Road, Anza, California. This facility is operated as a joint-use facility in conjunction with the Hemet Unified High School District. On-going library operations are arranged by the Library Administrator and maintained with oversight by the Library Administrator. On June 17, 2003, the County of Riverside (County) entered into a Joint Use Agreement with the Hemet Unified High School District for the right to use and operate the library on the Hamilton High School campus. The agreement has been amended five times previously for extensions of term and rental amounts. The parties now desire extend the lease for the Joint Use Agreement for an additional five years, commencing July 1, 2020 through June 30, 2025. The Sixth Amendment to the Joint Use Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the letting of library space and would involve ongoing maintenance and repair of the facilities. No expansion of the existing library will occur. The operation of the facility will continue to provide library services and no additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

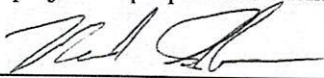
**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the extension of the Joint Use Agreement.

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- Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to renewal of an existing Joint Use Agreement to an existing facility and would include the continued maintenance and repairs of the facility to keep the library functional. The use of the facility by the County would be consistent with the current land use, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed extension of the term for the Join Use Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 5/28/20  
 Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Sixth Amendment to Hamilton High School Library Joint Use**

**Accounting String: 524830-47220-7200400000 - FM042100000200**


DATE: May 28, 2020

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Candice Diaz, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: May 28, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM042100000200**  
Sixth Amendment to Hamilton High School Library Joint Use

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**  
**Facilities Management,**  
**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file



1 **SIXTH AMENDMENT TO JOINT USE AGREEMENT BETWEEN THE COUNTY OF**  
2 **RIVERSIDE AND THE HEMET UNIFIED SCHOOL DISTRICT FOR JOINT USE OF**  
3 **FACILITIES LOCATED AT HAMILTON HIGH SCHOOL**  
4

5 **THIS SIXTH AMENDMENT TO JOINT USE AGREEMENT** ("Sixth Amendment"),  
6 dated as of August 25, 2020, is entered by and between the **COUNTY OF**  
7 **RIVERSIDE**, a political subdivision of the State of California, ("Lessee"), and the **HEMET**  
8 **UNIFIED SCHOOL DISTRICT**, a California public school district, ("Lessor"), sometimes  
9 collectively referred to herein as the "Parties", for the property described below upon the  
10 following terms and conditions:

11 **1. Recitals.**

12 a. Lessee and Lessor have entered into that certain Joint Use  
13 Agreement dated June 17, 2003, (the "Agreement") pursuant to which Lessor has agreed  
14 to lease to Lessee and Lessee has agreed to lease from Lessor a portion of that certain  
15 building located at 57430 Mitchell Road, Anza, California (the "Building"), as more  
16 particularly described in the Agreement.

17 b. The Agreement has been amended by:

18 i. That certain First Amendment to Joint Use Agreement dated  
19 June 30, 2009, by and between the COUNTY OF RIVERSIDE, a political subdivision of  
20 the State of California ("Lessee"), and HEMET UNIFIED SCHOOL DISTRICT OF  
21 CALIFORNIA, a California public school district, ("Lessor"), (the "1<sup>st</sup> Amendment"),  
22 whereby the Parties amended the Agreement to extend the term period, rental amounts,  
23 and Library hours.

24 ii. That certain Second Amendment to Joint Use Agreement  
25 dated July 13, 2010, by and between the COUNTY OF RIVERSIDE, a political  
26 subdivision of the State of California ("Lessee"), and HEMET UNIFIED SCHOOL  
27 DISTRICT OF CALIFORNIA, a California public school district, ("Lessor"), (the 2<sup>nd</sup>  
28 Amendment), whereby the Parties amended the Agreement to extend the term period.

1                   iii. That certain Third Amendment to Joint Use Agreement dated  
2 June 28, 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of  
3 the State of California (“Lessee”), and HEMET UNIFIED SCHOOL DISTRICT OF  
4 CALIFORNIA, a California public school district, (“Lessor”), (the “3<sup>rd</sup> Amendment”),  
5 whereby the Parties amended the Agreement to extend the term period, rental amounts,  
6 and the address for both parties under Notices.

7                   iv. That certain Fourth Amendment to Joint Use Agreement  
8 dated March 20, 2012, by and between the COUNTY OF RIVERSIDE, a political  
9 subdivision of the State of California (“Lessee”), and HEMET UNIFIED SCHOOL  
10 DISTRICT OF CALIFORNIA, a California public school district, (“Lessor”), (the “4<sup>th</sup>  
11 Amendment”), whereby the Parties amended the Agreement to extend the term period  
12 and rental amounts.

13                   v. That certain Fifth Amendment to Joint Use Agreement dated  
14 June 30, 2015, by and between the COUNTY OF RIVERSIDE, a political subdivision of  
15 the State of California (“Lessee”), and HEMET UNIFIED SCHOOL DISTRICT OF  
16 CALIFORNIA, a California public school district, (“Lessor”), (the “5<sup>th</sup> Amendment”),  
17 whereby the Parties amended the Agreement to extend the term period and amend  
18 rental amounts and language regarding custodial and Use Fee, Operation Expense,  
19 Maintenance and Repair.

20                   c. The Parties now desire to amend the Agreement to extend the term  
21 period and amend rental amounts and language regarding custodial.

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

24                   **1. Term of the Agreement.** Section 4.2 of the Agreement shall be amended  
25 as follows: The term of this Agreement shall be extended for five (5) years commencing  
26 on July 1, 2020 and terminating on June 30, 2025.

27                   **2. Use Fee, Operation Expense, Maintenance and Repair.** Section 4.8 of  
28 the Agreement shall be amended as follows: County agrees to pay an hourly fee equal



1 to direct cost rate for the library facilities utilized based on the current hourly rate of  
2 \$34.54 with rate adjusted annually by two (2%) percent. If any additional service is  
3 required for weekend activities or special needs beyond the normal routine of school,  
4 custodial services shall be billed at the current district rate schedule. Present district rate  
5 schedule is \$31.17 per hour (\$46.76 per hour overtime) for custodial services with a two  
6 hour minimum. The rate cannot be increased by more than two (2%) percent annually  
7 during the term of the Agreement. Lessor shall provide maintenance.

8 **3. Rent.** Lessee shall pay to Lessor the yearly sum as rent for the leased  
9 premises during the term of the Agreement as indicated below:

Rent	Custodial	Yearly Amount	Period
\$ 28,599.12	\$ 12,904.38	\$ 41,503.50	July 1, 2020 - June 30, 2021
\$ 29,170.44	\$ 13,161.06	\$ 42,331.50	July 1, 2021 - June 30, 2022
\$ 29,750.04	\$ 13,426.02	\$ 43,176.06	July 1, 2022 - June 30, 2023
\$ 30,346.20	\$ 13,695.12	\$ 44,041.32	July 1, 2023 - June 30, 2024
\$ 30,502.08	\$ 13,765.92	\$ 44,268.00	July 1, 2024 - June 30, 2025

18 **4. Capitalized Terms/Sixth Amendment to Joint Use Agreement to**  
19 **Prevail.** Unless defined herein or the context requires otherwise, all capitalized terms  
20 herein shall have the meaning defined in the Agreement, as heretofore amended. The  
21 provisions of this Sixth Amendment shall prevail over any inconsistency or conflicting  
22 provisions of the Agreement, as heretofore amended, and shall supplement the  
23 remaining provisions thereof.

24 **5. Miscellaneous.** Except as amended or modified herein, all the terms of  
25 the Agreement shall remain in full force and effect and shall apply with the same force  
26 and effect. This is of the essence in this Sixth Amendment and the Agreement and each  
27 and all of their respective provisions. Subject to the provisions of the Agreement as to  
28

1 assignment, the agreements, conditions and provisions herein contained shall apply to  
2 and bind the heirs, executors, administrators, successors and assigns of the parties  
3 hereto. If any provision of this Sixth Amendment or the Agreement shall be determined  
4 to be illegal or unenforceable, such determination shall not affect any other provision of  
5 the Agreement and all such other provisions shall remain in full force and effect. The  
6 language in all parts of the Agreement shall be construed according to its normal and  
7 usual meaning and not strictly for or against either Lessor or Lessee. Neither this Sixth  
8 Amendment, nor the Agreement, nor any notice nor memorandum regarding the terms  
9 hereof, shall be recorded by Lessee.

10 **6. Effective Date.** This Sixth Amendment to the Joint Use Agreement shall  
11 not be binding or consummated until its approval by the Riverside County Board of  
12 Supervisors and fully executed by the Parties.

13  
14 [SIGNATURES ON FOLLOWING PAGE]  
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IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the date first written above.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

**HEMET UNIFIED SCHOOL DISTRICT** public school district

By:   
V. Manuel Perez  
Chairman, Board of Supervisors

By:   
Darrin Watters  
Deputy Superintendent

**ATTEST:**  
Kecia R. Harper  
Clerk of the Board

By: 

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Thomas Oh  
Deputy County Counsel


CD:ar/05272020/AN002/30.209

1 IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of  
2 the date first written above.

3  
4 **COUNTY OF RIVERSIDE**, a political  
5 subdivision of the State of California

6 By: \_\_\_\_\_  
7 V. Manuel Perez  
8 Chairman, Board of Supervisors

**HEMET UNIFIED SCHOOL DISTRICT**  
public school district

By:  \_\_\_\_\_  
Darrin Watters  
Deputy Superintendent

9 **ATTEST:**  
10 Kecia R. Harper  
11 Clerk of the Board

12 By: \_\_\_\_\_

13  
14 APPROVED AS TO FORM:  
15 Gregory P. Priamos, County Counsel

16 By: \_\_\_\_\_  
17 Thomas Oh  
18 Deputy County Counsel

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26 CD:ar/05272020/AN002/30.209  
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# Exhibit A

FY 2020/21  
Riverside County Library System  
57430 Mitchell Road, Anza

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office:	5,400 SQFT	
Annual Lease Cost		\$ 41,503.50
Total Lease Cost (Jul-Jun)		<u>41,503.50</u>
<b>Total Estimated Lease Cost for FY 2020/21</b>		<b>\$ <u>41,503.50</u></b>

**Estimated Additional Costs:**

EDA Lease Management Fee as of 07/01/2020	5.28%	\$ <u>2,191.38</u>
<b>TOTAL ESTIMATED COST FOR FY 2020/21</b>		<b>\$ <u>43,694.88</u></b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>

# Exhibit B

**FY2021/22**  
**Riverside County Library System**  
**57430 Mitchell Road, Anza**

***ESTIMATED AMOUNTS***

**Total Square Footage to be Leased:**

Current Office:	5,400 SQFT	
Annual Lease Cost		\$ 42,331.50
Total Lease Cost (Jul-Jun)		\$ 42,331.50
<b>Total Estimated Lease Cost for FY2021/22</b>		<b>\$ 42,331.50</b>

**Estimated Additional Costs:**

EDA Lease Management Fee as of 07/01/2020	5.28%	\$ 2,235.10
<b>TOTAL ESTIMATED COST FOR FY2021/22</b>		<b>\$ 44,566.60</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>



# Exhibit C

**FY 2022/23 - FY2024/25**  
**Riverside County Library System**  
**57430 Mitchell Road, Anza**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 5,400 SQFT

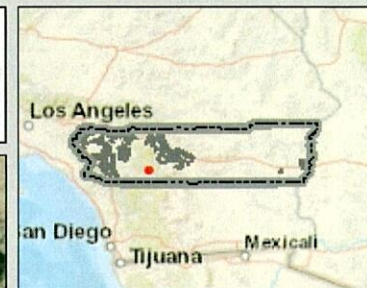
	<b>FY 2022/23</b>	<b>FY 2023/24</b>	<b>FY 2024/25</b>
Annual Lease Cost	\$ 43,176.06	\$ 44,041.32	\$ 44,268.00
Total Lease Cost (July - June)	\$ 43,176.06	\$ 44,041.32	\$ 44,268.00
<b>Total Estimated Lease Cost for FY 2022/23 - FY2024/25</b>	<b>\$ 43,176.06</b>	<b>\$ 44,041.32</b>	<b>\$ 44,268.00</b>
<b><u>Estimated Additional Costs:</u></b>			
EDA Lease Management Fee as of 07/01/2020 5.28%	\$ 2,279.70	\$ 2,325.38	\$ 2,337.35
<b>TOTAL ESTIMATED COST FOR FY 2022/23 - FY2024/25</b>	<b>\$ 45,455.76</b>	<b>\$ 46,366.70</b>	<b>\$ 46,605.35</b>

<b>F11 Total Cost</b>	<b>\$ 226,689.29</b>
<b>F11 Total County Cost</b> 0%	<b>\$ -</b>



# Sixth Amendment- Anza Library

57430 Mitchell Road- Hamilton High



### Legend

- Blueline Streams
- City Areas



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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### Notes

District 3