FM3 RESEARCH | FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES

LETTER OF AGREEMENT

REED UNION SCHOOL DISTRICT BOND REVENUE MEASURE ISSUES SURVEY

PROJECT 220-7575

MAY 28, 2025

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the Reed Union School District(Client) for a total cost not to exceed $ 25,750. Given the number of likely November 2026 District voters, FM3 believes that it can obtain a minimum of 250 interviews for this project. Moreover, if Client's timeline should allow the survey to remain in the field for a couple of weeks, we believe we may be able to obtain up to 300 completed interviews. If 300 interviews are not achieved however, the costs will be pro-rated as shown in the table below. In summary, FM3 expects and fully intends to complete 250 interviews at a minimum, but would pro-rate costs if that target is not reached such that client pays only for the actual number of interviews achieved. Conversely, if FM3 is able to complete more than 300 interviews, any additional interviews beyond 300 will be at no additional cost. If any researcher travel is required for this project, it will be billed separately based on actual costs and/or using the appropriate IRS Business Mileage rate.

Figure 1: Survey Costs

Sample Size	Cost
300 interviews	$25,750
275 interviews	$24,750
250 interviews	$24,000

2. These Services include: all professional and staff time, questionnaire design, sample acquisition, survey programming, email invitations, survey hosting, telephone interviewing, data entry and analysis, including segmentation analysis, and reporting. Services include a dual-mode survey (online and telephone interviews) averaging 18 minutes per interview, of up to 300 likely November 2026 Reed Union School District voters, as outlined in our proposal dated March 06, 2025. FM3 will be available for ongoing consultation on the data.

3. Both parties will reach a mutual agreement on the contents of the research instruments. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.

4. As compensation for Services under this Agreement, Client agrees to pay FM3 the final cost agreed upon by both parties in writing upon completion of the agreed upon scope of work. Invoices are due and payable upon receipt and will be considered past due fifteen (15) days after each invoice's date.

5. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.

6. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.

7. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.

8. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.

9. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in the County of Marin, California, as the jurisdiction and venue of which each party hereby specifically consents.

10. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.

11. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.

12. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.

13. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.

14. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Dr. Kimberly McGrath
Superintendent
277 A Karen Way
Tiburon, CA, 94920
Telephone: 415-381-1112
E-mail:kmcgrath@reedschools.org

B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

Richard Bernard
Partner
Fairbank, Maslin, Maullin, Metz & Associates, Inc.
2054 University Ave. Ste. 600
Berkeley, CA 94704

Dr. Kimberly McGrath, Superintendent **Date**

Reed Union School District

Richard Bernard, Partner **Date**

Fairbank, Maslin, Maullin, Metz & Associates, Inc.