

RESOLUTION 26-13

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE PROVIDING AUTHORIZATION TO EXTEND A PROFESSIONAL SERVICES AGREEMENT WITH DIRECTFX MS, LLC

WHEREAS, the Town of Oakland entered into a Professional Services Agreement with **DIRECTFX MS, LLC.**, May 1, 2025, to provide monthly printing and mailing services for the Town's Utility Department; and,

WHEREAS, the term of the contract was for 1 (one) year, expiring April 30, 2026 with the option of automatically renewing for successive two (2) year terms; and,

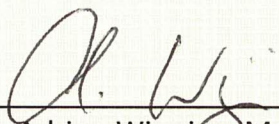
WHEREAS, the Town of Oakland has been served well by Direct FX and wishes to continue utilizing the company's services by exercising the first of two automatic renewal options.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Oakland, Tennessee as follows:

SECTION 1: That the Mayor be authorized to extend a Professional Service Agreement with Direct FX MS, LLC for printing and mailing services in accordance with the attached Exhibit "A".

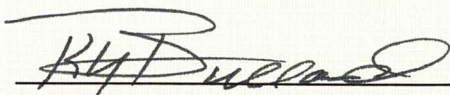
The motion was made by Vice Mayor Cates to approve Resolution 26-13. The seconded by Alderman LaBudde. All in favor, none opposed. Resolution 26-13 passed.

Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this 19th day of March, 2026.



Adrian Wiggins, Mayor

ATTEST:



K. Yvonne Bullard, Town Recorder

MAIL PROVIDER SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of May 1st, 2025, by and between

City of Oakland Water Department
City of Oakland, Tennessee
170 Doss Circle
Oakland, TN 38060
("Client")

and

directFX MS, LLC
8811 Hwy 51 N
Southaven, MS 38671
("Service Provider")

1. Scope of Services

The Service Provider agrees to provide monthly printing and mailing services for the Client's water usage notices and bills ("Services") for a term of one (1) year beginning May 1, 2025 and ending April 30, 2026, unless terminated earlier in accordance with this Agreement.

Services to include:

- Monthly printing of water bill mailers based on data provided by the Client and using customer provided postcard mailer artwork.
- First-Class USPS mailing to each customer on the Client's distribution list.
- Data services as follows: Address validation including CASS and DPV processing, all duplicate removal prior to mailing, and all move update data processing.
- Secure handling of customer data in compliance with applicable privacy laws.

2. Term

This Agreement shall commence on May 1, 2025 and shall continue for a period of one (1) year, ending on April 30, 2026, unless extended by mutual written agreement or terminated earlier as provided herein

This Agreement shall automatically renew for successive two (2) year terms unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

*1st renewal
- Extended 3/2026*

3. Payment Terms

- The Client agrees to pay the Service Provider monthly and for all services rendered for the month and per this contract. This includes all data services, printing, materials, postage, and handling.
- Invoices will be issued monthly and are payable within thirty (30) days of receipt.
- Any additional services (e.g., reprints, address correction, or additional inserts) will be billed separately at rates agreed upon in writing.

4. Client Responsibilities

The Client agrees to:

- Provide monthly billing data in a timely manner, in a mutually agreed-upon format.
- Maintain accurate and up-to-date customer address records

5. Confidentiality

The Service Provider shall maintain strict confidentiality of all customer data received from the Client and shall not share or use the data for any purpose other than performing the Services described herein.

6. Termination

Either party may terminate this Agreement with thirty (30) days' written notice. In the event of termination, the Client shall pay the Service Provider for all services rendered up to the termination date.

7. Insurance & Liability

The Service Provider agrees to carry adequate general liability and business insurance. Liability for any mailing errors shall be limited to the cost of reprinting and resending affected notice.

8. Governing Law

This Agreement shall be governed by the laws of the State of Tennessee.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Town of Oakland

By: 

Name: Adrian Wiggins

Title: Mayor

Date: 4/17/2025

directFX MS, LLC

By: 

Name: Chris Warner

Title: Partner, DirectFX MS LLC

Date: 4/22/25