

RESOLUTION NO. \_\_\_\_

**A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND  
AUTHORIZING PAYMENT TO PREPARED COMMUNICATION  
SERVICES FOR THE PURCHASE OF ASSISTIVE TECHNOLOGY  
SUBSCRIPTIONS FOR THE NORTH LITTLE ROCK EMERGENCY  
SERVICES; AND FOR OTHER PURPOSES.**

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$42,921 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, on or about October 29, 2024, the North Little Rock Emergency Services (“NLRES”) entered into a contract with Prepared Communication Services, 575 Lexington Avenue, 14th Floor, New York City, New York 10022 (“Prepared”), for the purchase of a subscription to Prepared Assistive Call Taking (“ACT”), an software program that provides transcripts and other unique services to assist in receiving, recording and answering 911 calls (hereinafter, “2024 Contract”); and

WHEREAS, the 2024 Contract is set to expire October 29, 2025, and NLRES wishes to renew the contract with the addition of a subscription to Assistive Dispatch, a similar Prepared software program specifically designed for dispatch;

WHEREAS, Assistive Dispatch fully integrates with ACT and will greatly increase the efficiency of the dispatch center by providing real-time transcription, easily searchable records, and other vital services; and

WHEREAS, the cost of adding Assistive Dispatch to the renewal will exceed the statutory minimum requiring bids under Ark. Code Ann. § 14-58-303; and

WHEREAS, it is in the best interests of the citizens of the City to have a fully integrated, up-to-date Emergency Services system; and

WHEREAS, NLRES is in the process of negotiating the new contract and has requested that City Council waive bidding for the Prepared subscriptions for an amount not to exceed \$120,460.00 (equaling the cost of renewal of Prepared Assist at \$29,500.00, Assistive Dispatch at \$40,960.00, and a one-time licensing fee of \$50,000 (see Quotes attached collectively hereto as Exhibit A)).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection for the purchase of the herein described subscriptions from Prepared Communication Services for North Little Rock Emergency Services.

SECTION 2: That the cost of the items, not to exceed One Hundred Twenty Thousand Four Hundred Sixty and 00/100 Dollars (\$120,460.00), shall be paid from the Emergency Services Budget.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

SPONSOR:

\_\_\_\_\_  
Mayor Terry C. Hartwick

APPROVED:

\_\_\_\_\_  
Mayor Terry C. Hartwick

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

By \_\_\_\_\_

DATE \_\_\_\_\_

**Diane Whitbey, City Clerk and Collector  
North Little Rock, Arkansas**

RECEIVED BY \_\_\_\_\_



## Client Information

Order Form #1682

### Prepared

### EXHIBIT A

228 Park Ave S, PMB 577887  
New York, NY 10003-1502  
United States of America  
Josh Stubbs  
j.stubbs@prepared911.com



**North Little Rock 9-1-1**



**Kim Francisco**

Director

kim.francisco@nlrpolicy.org

The following prices are for budgetary purposes and align with Client's renewal for the Subscription.

Should you have any questions, please feel free to contact me.

**Initial Subscription Period** **12 months**

The Initial Subscription Period is the 12-month period commencing on the Effective Date.

**Contract Period** **October 29, 2025—October 28, 2026**

## Annual Subscription Fees

### Product

#### **Prepared Assist – Unlimited**

Now Assistive Call-Taking

Includes:

- Up to 80,000 (911) calls per year
- Premium texting capabilities
- Premium media collection capabilities
- Premium audio processing capabilities like transcription, translation of transcripts and insights
- Text-to-voice translation
- More security and privacy controls for administrators like SAML and audit logs

### Price per Year

~~\$60,320.00~~

**\$29,500.00**

-51.1%

This document is provided for information purposes.

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## Prepared

228 Park Ave S, PMB 5778  
New York, NY 10003-1503  
United States of America  
Josh Stubbs  
j.stubbs@prepared911.com

Start

## Client Information

Order Form #1674

North Little Rock 9-1-1

**Kim Francisco**  
Director  
kim.francisco@nlrpolice.org

## Billing Info

1206 Sycamore St  
North Little Rock, Arkansas  
72114  
US

## Subscription Order for the Prepared Assist Communications Service

This is an order for a subscription to the Prepared Communications Service by the client identified above (the "Client") made to Invictus Apps, Inc. ("Invictus"), a Delaware corporation having an office at 575 Lexington Ave., 14th Floor, New York, NY 10022.

The Prepared Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus generally makes available the capability to initiate, receive, manage, analyze, and synthesize multimedia information provided by a Caller or a Caller's mobile device.

Initial Subscription Period12 months

The Initial Subscription Period is the 12-month period commencing on the Effective Date.

Contract Period12 Months

Effective DateOctober 28, 2025

Date that Client signs the Subscription Order for the Prepared Assist Communications Service.

Payment TermsNet 20

Payment for Service is due on the Effective Date and the start date of each Renewal Period and shall be paid in full within 20 days of the due date (Net 20).

Billing FrequencyAnnually: From Effective Date

 Proposal Expiration Date

Annual Subscription Fees

Product	Length	Service Period	Price per Year
<b>Assistive Dispatch</b> Includes real-time radio transcription, talk group and alias filtering, and keyword search.	12 months	October 28, 2025 – October 27, 2026	<del>\$51,200.00</del> <b>\$40,960.00</b> 

One-Time Fees

Product	Total Price
<b>Assistive Dispatch - AIS License Fee</b> One-time license fee to access Audio Interface System ("AIS") necessary to implement the Assistive Dispatch functionality.  Fee subject to change. Please reach out Motorola Solutions, Inc. to confirm fees as there may be an additional cost associated with integrating with the Prepared platform.	<b>\$50,000.00</b>
First Year Subtotal for One-Time Fees	<b>\$50,000.00</b>
Year 1 Overall Total	<b>\$90,960.00</b>

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared Communications Service (the "Standard Terms"), attached hereto as Appendix A, which are also set forth at <https://www.prepared911.com/terms-and-conditions>, together with all Schedules attached to or referenced anywhere below, and (2) any Special Terms if applicable, attached hereto as Appendix B.

This document constitutes the "Order" for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus' approval.

Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Standard Terms or the other Appendices.

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the "Agreement") and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order and the additional terms and conditions set forth in each of the Appendices to this Order and the Schedules to this Order to the Appendices, if any, each as specified below which shall be incorporated herein by reference:

a. Appendix A – Standard Terms and Conditions for the Prepared Communications Service (see <https://www.prepared911.com/terms-and-conditions>).

b. Appendix B – Special Terms

Each of Client and Invictus Apps, Inc., intending to be legally bound, hereby confirms its agreement to the terms and conditions of this Order and the Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

## Appendix A

### Standard Terms and Conditions for the Prepared™ Communications Service

Corresponding Version of Terms and Conditions: Version 7.0

[<https://www.prepared911.com/terms-and-conditions>]

## Appendix B

### Special Terms

[None]

### Billing Information

Name Kim Francisco

Email Kim.Francisco@nlrpolice.org

## Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date. The undersigned representative of Client acknowledges that they have read, understood, and agree to the Standard Terms and Conditions set forth in this Agreement.

### North Little Rock 9-1-1

Name: Terry C. Hartwick

Title: Mayor, City of North Little Rock

Email: mayor@nlr.ar.gov

Signed Date: \_\_\_\_\_

by: \_\_\_\_\_

### Prepared

Name: Kevin Wattenbarger

Title: Head of Strategic Sales

Email: k.wattenbarger@prepared911.com

Signed Date: \_\_\_\_\_

signed by: \_\_\_\_\_

