



DATE: August 10, 2026

TO: Alderman Kevin Frost, Chair
Members of the Finance and Personnel Committee

FROM: Matthew Flores, Assistant City Attorney

RE: Award of Non-Competitive Contract: Legal Research Services

CONTRACT DETAILS

Product/Service/Project: *Legal Research Services*

Vendor: *West Publishing Corp., Eagan, MN*

Contract Amount: *\$29,609.16, with a 6% increase in fees annually*

Contract Duration: *Three (3) years*

Funding Source: *Legal Department Operating Budget*

NARRATIVE

The Department of Law currently has legal research services provided by LexisNexis. The agreement for services ends in September 2026.

There are two major legal research services – LexisNexis and Westlaw (provided by Thomson Reuters). Attorney staff have been allowed to demonstrate both platforms in their current form, and have obtained quotes for service from both vendors.

Staff determined Westlaw's service package provided the best platform for legal research service. In addition, Westlaw's monthly price at the onset of the contract is marginally lower than that of LexisNexis.

Accordingly, staff requests approval to purchase licenses for staff attorneys to access Westlaw's legal research platform, at a price of \$2,467.00 per month, with 6% annual price increases, for a term commitment of three years.

RESOLUTION
of the
CITY COUNCIL OF THE CITY OF ROCKFORD, ILLINOIS
SUBMITTED BY: FINANCE AND PERSONNEL COMMITTEE

RESOLUTION APPROVING SUBSCRIPTION FOR LEGAL RESEARCH SERVICES TO THOMSON REUTERS

WHEREAS, the Code of Ordinances for the City of Rockford, Illinois, provides as in Chapter 2, Article VI, Division 4, that purchases of professional services estimated to be over \$25,000.00 on an annualized bases shall be reviewed and approved by the City Council,

WHEREAS, City staff have reviewed the offerings for professional services, specifically:

LEGAL RESEARCH SERVICES

WHEREAS, the Finance and Personnel Committee of the City Council for the City of Rockford, Illinois has reviewed the City Staff's recommendation and report, for the aforementioned services and recommends accepting the proposal from Thomson Reuters for Westlaw Legal Research Services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that this Resolution shall be in full force and effective immediately upon its adoption and the Legal Director is hereby authorized to prepare and deliver certified copies of this Resolution to the Central Services Manager.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____ day of _____, 2026.

ATTEST:

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Angela L. Hammer, Legal Director and Ex-Officio
Keeper of the Records and Seal
City of Rockford, Illinois

Rockford, Illinois

Date: August 10, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the non-competitive agreement with WEST PUBLISHING CORPORATION, of EAGAN, MINNESOTA for LEGAL RESEARCH SERVICES, in the annual amount of \$29,609.16 (with a 6% increase in fees annually). The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Chad Tuneberg (Vice Chair)

Frank Beach

Dawn Granath

Jaime Salgado

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Salgado:	Ayes:___	Nays:___	Absent:___



Order Form

Order ID: Q-11809903

Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1006124871
ROCKFORD LEGAL DEPT
425 E STATE ST
ROCKFORD IL 61104-1068 US
"Customer"

Shipping Address

Account #: 1006124871
ROCKFORD LEGAL DEPT
425 E STATE ST
ROCKFORD IL 61104-1068 US

Billing Address

Account #: 1006124871
ROCKFORD LEGAL DEPT
425 E STATE ST
ROCKFORD, IL 61104-1068
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,467.43	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: <https://www.tr.com/legal-services-ai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks

- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

Additional clauses applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal

Additional Features and Functionality: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades") which may be subject to usage limits. For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Usage Limits: TR may, acting reasonably, at any time during the Term, impose or modify usage limits on any LLM Feature upon 60 days' prior written notice to Customer. "LLM Feature" means any functionality of the Service that uses a large language model (LLM) whether the LLM is the whole or part of the Service.

If TR imposes or modifies a usage limit under this clause, Customer may, within 30 days of TR's notice of the limit, provide written notice to TR requesting good faith negotiations. The parties shall explore commercially reasonable alternatives, which may include adjustments to usage limits or pricing.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-11809903

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 11/26/2026.



Attachment

Order ID: Q-11809903

Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1006124871

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Flores, Matthew

Email: matthew.flores@rockfordil.gov

eBilling Contact

Contact Name Matthew Flores

Email matthew.flores@rockfordil.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1006124871	ROCKFORD LEGAL DEPT	425 E STATE ST ROCKFORD IL 61104-1068 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government
9	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
9	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
9	Attorneys	41990510	NATIONAL PUBLIC RECORDS FOR GOVERNMENT ON WESTLAW

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
MATT	FLORES	matthew.flores@rockfordil.gov	EML PSWD CONTACT

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,467.43	6.00%	\$2615.48	6.00%	\$2772.41	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.