



Village of Hanover Park Administration

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JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR WORKSHOP MEETING

Municipal Building: 2121 W. Lake Street
Hanover Park, IL 60133

Thursday, January 10, 2013
6:00 p.m.

AGENDA

1. CALL TO ORDER-ROLL CALL
2. ACCEPTANCE OF AGENDA
3. REGULAR BOARD MEETING AGENDA ITEM REVIEW
4. DISCUSSION ITEMS
 - a. Hanover Square Construction Manager Contract
5. STAFF UPDATES
 - a. WebQA – 3rd Year Contract Option
 - b. Hanover Square Update
6. NEW BUSINESS
7. ADJOURNMENT

Workshop Meeting 1/10/13

Page 1



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: WebQA – 3rd Year Contract Option

ACTION

REQUESTED: Approval Concurrence Direction Information

MEETING DATE: January 10, 2013

Summary

Termination of the WebQA Service Agreement for the “Shop Hanover Park” services on the Village website at the end of the current service term.

Discussion

On February 3, 2011, following the request and recommendation of the CONECT Committee and Staff, the Village Board authorized the Village Manager to enter into an agreement with WebQA to create a website for businesses in Hanover Park accessed through a “Shop Hanover Park” link on the Village website. A three year WebQA Service Agreement was established at that time, with the option to terminate at the end of each service year on February 14. A \$250 per month maintenance fee is currently charged.

Based upon review of the functionality of the services and participation of local businesses, Staff and the CONECT Committee recommend that the service agreement be terminated at the end of the current service term on February 14, 2013. Despite active outreach by CONECT and expansion of the program to local contractors and realtors, only 10% of eligible local businesses have customized their registration and added details about their business. Additionally, it has been determined that the business listings on the site are not able to be located through outside internet searches (eg- ‘Googled’). It is expected to be more convenient and cost-effective for businesses to utilize comparable and free private services, such as ‘Yahoo Local’ listings. Staff will work with the CONECT Committee to explore alternative means in which local businesses can list and advertise their information online and provide such information to local businesses prior to termination of current WebQA services. A Staff Memo to the CONECT Committee providing details on outreach, participation, and strengths and weaknesses of the program is attached.

Recommendation

Review report and receive Staff’s recommendation for cancellation of the WebQA Service Agreement at the end of the current service term on February 14, 2013.

Attachments

Exhibit 1 CONECT Memo –
December 11, 2012

Budgeted Item: Yes No

Budgeted Amount: \$ 3,000

Actual Cost: \$ 2,250

Account Number: 01-0195-411-230

Workshop Meeting 1/10/13
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TO: CONECT Committee Members Agenda Item 5-d

FROM: Katie Bowman, Village Planner
Regina Mullen, Administrative Assistant

SUBJECT: WebQA – 3rd Year Contract Option

ACTION

REQUESTED: Approval Concurrence Direction Information

MEETING DATE: December 11, 2012

Summary

Staff requests the CONECT Committee review the information provided in this Agenda Memorandum to determine renewal of a third-year option to our WEBQA Contract for services associated with “Shop Hanover Park.”

Background

At the CONECT meeting of December 14, 2010, CONECT supported the hiring of GovQA services through WEBQA. At an initial set up cost of \$1500 and a monthly maintenance fee of \$250, this software program would provide Village-licensed, businesses, free of charge, the ability to advertise their services, products, sales and job opportunities via a Village website link “Shop Hanover Park.” Businesses would have access to their own website to maintain, promote and post PDF coupons.

To promote this service, CONECT has:

- Added a link to the front page of the Village website.
- Advertised on Village eNews
- Generated various Press Releases
- Ran promotional information in all *HiLighter* newsletters beginning July/August 2011
- Mailed letters and informational/webinar flyers to Village-licensed businesses and contractors
- Included “Shop Hanover Park” literature in all Welcome Packets to new businesses.

At the CONECT meeting of February 14, 2012, staff presented a report to determine feasibility of continuing the second-year contract option. Based upon the results of our review, the CONECT Committee voted to not renew the contract. However, because we did not meet the established termination timeline noted in the contract, we could not terminate the contract without incurring second-year costs. It was determined we would continue the program and revisit this item at our December 11, 2012 meeting, allowing enough time to terminate the contract should we determine the return on investment (ROI) did not justify the associated costs, staff time and efforts.

The current contract extends through 11:59 p.m. on February 13, 2013.

If CONECT directs staff to not renew, cancellation would be effective 12:00 a.m. February 14, 2013.

Discussion

Below is staff’s overview of Shop Hanover Park Activity since its inception.

Village Licensed Businesses, Contractors & Area Realtors	2011	2012
Total number of eligible Village-Licensed Businesses	369	395
Businesses Registered (less than 10%)	36	37
Total number of eligible Village-Licensed Contractors (added June 2012)	0	295
Contractors Registered (less than 10%)	0	22
Realtors Registered (added November 14, 2012)	0	4

Staff also notes the following software strength and weaknesses:

Strengths	Weaknesses
WebQA offers weekly webinars to assist those interested in registering their business.	Software is limited in its ability to generate reports essential to the monitoring of the program.
WebQA Representatives have been supportive by attending CONECT events to promote and register customers on site.	The administrative end of the program is difficult to navigate as some of the features on the screen are not functional.
WebQA Monthly Alert Enhancement – Email sent monthly to registered users informing them of coupons and jobs posted. (Exhibit 2)	The monthly alert email is underutilized. On average approximately only three to four businesses take advantage of this enhancement.
Custom email ability for Village to email registered businesses with notices and messages.	Viewing the list of registered businesses/contractors is a tedious process. User must enter name of business exactly as listed on WebQA otherwise the program does not recognize or locate the business.
	Viewing lists of businesses/contractors is difficult as you can only view page by page and must work two scroll bars to get to the end of the page...

Outside internet searches are not able to locate business page, e.g. Google. Information is only accessible via the Hanover Park website.

Recommendation

Review the information provided and recommend whether the current contract should be continued. Staff and the Committee's recommendation will be forwarded to the Village Board for consideration.

/rm

atts:

- Exhibit #1 WEBQA Agreement
- Exhibit #2 WEBQA Monthly Alerts

WEBQA SERVICE(S) AGREEMENT
For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the Village of Hanover Park, a village with its principal place of business at 2121 West Lake Street, Hanover Park, IL 60133 ("Customer") is made effective as of February 15, 2011. ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the ShopQA Service(s) on the Authorized Website(s) identified in Schedule I in consideration of the fees and terms described in Schedule I.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule I, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ANY CIRCUMSTANCE INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party thirty (30) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule I, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule I at which time all monies due under the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

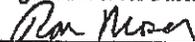
This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

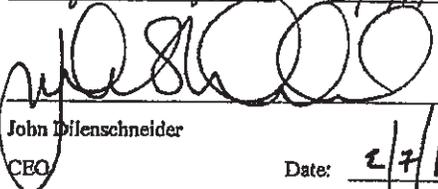
Customer: The Village of Hanover Park

Signature: 

Print Name: Ron Moser

Title: Village Manager Date: 2/4/11

WebQA Inc.

Signature: 

Print Name: John Dilenschneider

Title: CEO Date: 2/7/11

WEBQA SERVICE(S)S AGREEMENT

5.a.

For GovQA Service(s)

Schedule 1

A. Service(s): Software: GovQA
Seats: Unlimited Seats
Data: All Customer Data is Owned By Customer

B. Fees: Module: At a Locked-In subscription cost per month for term of \$250

- ShopQA Community Business Portal
- All service upgrades

Implementation and Training: At a Locked-In cost of \$1,500

- One-time setup of business information into portal directory provided by city
- Site Administrator Training included

Storage:

- 10 GB storage free with service(s). Additional 10GB is \$20/month

C. Terms: Annual Service Term: February 15th, 2011 – February 14th, 2012. Service beginning February 15th, 2011. There will a fixed flat fee of \$250/mo payment with a one time \$1,500 implementation fee. Years 2 and 3 are optional at no additional cost. Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least thirty (30) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent. Customer will hold a kickoff meeting to launch implementation no later than 15 days from contract start date.

D. Billing: Fees are exclusive of all taxes. Fees are billed on an annual basis at time of contract and are due upon receipt of invoice. This secures site, servers and resources necessary to begin project.

Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month

E. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is:

Accounts Receivable Dept.,
WebQA Inc,
900 S. Frontage Road, Suite 110
Woodridge, IL 60517

F. Special: No special implementation or customization at this time.

G. Contacts:

Organization Name Village of Hanover Park

Main Contact Name: Patrick Grill Title: Community Development Director
Address: 2121 West Lake Street City Hanover Park State: IL Zip: 60133
Work Phone: _____ Cell 1 Fax: 630-372-4265
(630) 372-4281 630-878-7493
Billing Contact Name: SAME AS ABOVE
Title: _____
Address: _____ City _____ State: _____ Zip: _____
Work Phone: _____ Cell _____ Fax: _____
Purchase Order Number: _____ Duns Number: _____

Mullen, Regina

From: Shop Hanover Park <WebQA@mail.vresp.com>
Sent: Thursday, August 16, 2012 10:47 AM
To: Mullen, Regina
Subject: Jobs & Coupons from Shop Hanover Park!



The Village of Hanover Park Shop Hanover Park Program Monthly Alert



Send to Your Neighbors - Have Them [Join Here!](#)
Check Back Daily... Businesses Are Always Updating

COUPONS & PROMOTIONS

Find Coupons!

JOB OPPORTUNITIES

Find Jobs!

[Click Here to See the Shop Hanover Park Program In Action](#)

Your Shop Hanover Park Team