

## SECTION J: Hiring Staff & Retaining Consultants

- **Where to Search**
- **Samples: Classified Ads**
- **Sample: Job Description**
- **Interview Questions**
- **Retaining Consulting Services: Request for Proposal Critical Components**
- **Samples: Request for Proposals**
- **Sample: Consultant Contract**
- **Employee or Business Relationship**
- **Employment Legislation**
- **GST**

### **Hiring Office Staff**

The BIA Board of Management consists of volunteer members. BIAs differ in size, number of members and budget. For this reason, some BIAs can function with a team of volunteers while other BIAs require paid staff to assist in running the day-to-day operations. In some instances, it may also be necessary to retain the services of skilled consultants for specific projects.

### **Where to Search**

**Community newspapers** - When posting a classified ad, take into consideration community newspapers. They are an inexpensive way to get the word out and will help attract the local talent you need.

**Internet** – The most important job search tool is the Web. There are a variety of websites that provide online posting services for employment opportunities. Posting a job ad on the Web helps ensure that a large pool of potential candidates will see it. Charity

Village <http://www.charityvillage.com/> is one such site frequently used by BIAs.

**City BIA Office** – The City BIA Office may be able to circulate your job calls to other BIAs. You may send ads to our office via e-mail, fax or over the phone:  
Phone: 416-392-1291  
Fax: 416-392-1380  
E-mail: [biaoffice@toronto.ca](mailto:biaoffice@toronto.ca)

**TABIA** – TABIA can also post BIA job advertisements on their website.  
[www.toronto-bia.com](http://www.toronto-bia.com)

## **Sample: Classified Ad**

### **OFFICE MANAGER**

A main street retail business association requires an Office Manager / Co-ordinator / Executive Director to the Board of Management.

- This full-time position requires an individual with excellent communication skills, both verbal and written.
- Must be highly organized, self-motivated and possess basic computer skills.
- Knowledge of municipal government structure and operation is an asset.

Send resume: Address / Fax / E-mail

Deadline: Date

## **Sample: Classified Ad**

**Job Title:** Project Administrator

**Contract Term:** Seven months

Reporting to the Board of Management, the individual will make use of his/her expertise and knowledge of both public and private sector resources to assist the Board in fulfilling the BIA's goals.

The individual must:

- Assist in the coordination of joint partnerships between the BIA, the City and other stakeholders
- Provide support services for committee meetings
- Complete other duties that may arise through new association direction.

The individual must be skilled in project administration. Working with the Chair, the Project Administrator will be

responsible for administering the BIA Employment Study, the BIA Business Directory and researching alternative association funding mechanisms.

Duties will include assisting in the preparation and organization of marketing and business seminars and other associated functions.

### **Qualifications**

- BA or equivalent work experience in business, planning, communications or economics.
- Exceptional inter-personal skills and strong written and verbal communication skills.
- An understanding of the municipal governance structure and process.
- Ability to work within an environment of diverse interests and operation structures.
- Self-directed and the ability to work independently.
- Strong organization skills.
- Computer application skills, specifically word processing, spreadsheet maintenance.
- Use of personal computer.
- Use of personal vehicle.

**Send resume to:** Address / Fax / E-mail

**Deadline:** Date

## Sample: Job Description

### Job Title: BIA Co-ordinator

The BIA Co-ordinator, as an employee of the BIA, provides administrative support, customer service and general assistance to the BIA. The individual must be a self-starter and possess strong organizational skills to ensure that priorities are assigned to projects and activities.

Reporting to the Board of Management through the BIA Chair (or designate), the Coordinator's responsibilities include but are not limited to the following:

- Implement programs and policies as approved by the Board.
- Financial management and human resource coordination.
- Establish, encourage and maintain positive, constructive and proactive relationships with the BIA members as well as those non-members whose action can impact the BIA.
- All administrative functions of the BIA.

### Job Duties

#### Administrative

- Schedule meetings and prepare agendas with Board/Committee Chair.
- Prepare and distribute committee minutes or notes, follow-up on issues as required.
- Responsible for regular office operations such as filing, folding, stuffing and mailing.
- Maintain mailing lists (members, media, committee members, etc.).
- Prepare cheques, invoices and other financial documents.

#### Meeting Organization

- Reserve appropriate meeting location.
- Make all required physical arrangements including refreshments, seating, etc.
- Contact all required committee members and other interested parties to attend.

#### Communications

- Prepare, produce and distribute member newsletters.
- Frequent communications with BIA members via site visits throughout the year.
- Draft materials for distribution to the local community through appropriate media (door-to-door, local newspaper, etc.).
- Assist in the preparation of press releases and other media materials.
- Perform a cycle of visitation to merchant members every other month.
- Act as liaison with non BIA members such as:
  - Developers, potential developers, property owners
  - City official in the BIA Office and other departmental staff as appropriate
  - Constituency offices, assistants to local elected politicians
  - Members of other BIAs and business associations
  - Community groups and agencies.

#### Maintenance and Repairs

- Monitor public works and related activities (sidewalk repair,

- Work with the Board to implement the area improvement schedule.

#### Promotional Activities

- Co-ordination of two major and two minor promotional events annually. (These events require additional responsibilities leading up to the event in addition to on-site supervision on the day of the event).

#### Qualifications

- Excellent verbal and written communication skills
- Motivated, organized and ability to concurrently manage projects and initiatives
- Detail-oriented
- Strong computer skills.

#### Interview Questions

It is recommended that interview questions vary. Limit the number of closed questions, which require yes or no answers. The majority of the interview questions should be open-ended, situational questions that not only identify the candidate's hard skills, but will also illustrate his/her communication, decision-making and problem-solving abilities.

#### Sample Questions

- What do you know about our organization?
- Tell us how your previous experience makes you a suitable candidate for this position.
- How would you work with a volunteer committee?

- What is it about this position that interests you most?
- Please provide an example of how you were successful in concurrently managing projects. How did you prioritize?
- In your previous position, what would you say were your three most significant accomplishments?
- How would you describe your ideal working environment?
- Describe a situation in which your work was criticized. How did you respond/react?
- How would you evaluate your previous organization?

#### Retaining Consulting Services Request for Proposal Critical Components

- Brief description of the project background and the nature of your organization's operations.
- Deliverables clearly itemized and outlined. Identify items you specifically want accomplished.
- Timelines and deadlines: how much time for each deliverable and final project deadline;
- Qualifications of the person(s) as they specifically relate to the project being requested.
- Fee schedule and costs: Ask for specific breakdown of costs as they relate to the deliverables.
- Three quotations: receiving three quotations represents a good sampling for comparison purposes and generally meets most government requirements.

## **Request for Proposal**

### **Sample: 1 - Website design and hosting for the Main Street BIA**

#### **Background**

Main Street BIA has recently completed a branding exercise creating the moniker: *Main Street - Our Neighbourhood East of Park*.

As the next step in our marketing program, we wish to develop a website as our primary communication tool. The site would support the Main Street BIA promotions, member promotions and the membership in general, as well as provide directions to the area.

#### **Strategic Goals**

- To create a site that supports the marketing of Main Street to local residents as well as the tourist market.
- To create a site that illustrates to government and corporate partners the potential benefits of working with the Main Street BIA.

#### **Macro Deliverables**

To create a Main Street site that would achieve the following goals:

- Provide more information about all individual BIA Main Street members. Include, if possible, an exterior photo of the business, a description of the business and a link to the business website.
- Support individual member promotions through pop-up coupons for download.
- Include photos and sound to extend the ambience and the experience of to the user.

- Support events such as the Main Street Summer Festival, Christmas Main Street and additional promotions and events.

#### **Micro Deliverables**

- All Main Street BIA members must be offered the opportunity to be listed on the website (BIA Co-ordinator to provide member contact information).
- The web designer is responsible for arranging photography of each store. Photos would be downloadable.
- All Main Street BIA members who wish to offer “pop-up” promotions will be offered the opportunity at a special rate. Rate to be determined by the Main Street BIA Board of Management in consultation with the web designer (expect web designer to provide competitive direction with respect to this area).
- The Main Street area will be photographed in all four seasons and the photo pages will change to reflect the season. The photos will not create a virtual tour of the area.
- The Main Street home page would have a monthly feature (e.g., recipes from restaurants, Home Décor special, fashion tips). Feature to be facilitated by the BIA Co-ordinator.
- An interactive form would be added to encourage visitors to enter their e-mail address to receive information about promotions offered by the Main Street BIA or its members.

- Main Street e-mail address to be answered by the BIA Co-ordinator.
- A review of search engine registrations would be conducted to determine if the site is listed appropriately.
- A map of the Main Street to be created (by the web designer) that would include pop-up windows with photos of that section of Main Street.

**Responsibility of the Web Designer**

- Carry out the above deliverables and others as may be jointly agreed upon over the term of the contract.
- Provide comprehensive monthly statistical reports to the BIA Board of Management.
- Create an area on the site for any “plug-ins” required so that the visitor can access the site quickly and easily.
- Create the new Main Street site by DATE.

**Opportunity for the Web Designer/Host**

- Main Street BIA will provide promotional opportunities for the successful web designer. The web designer would be entitled to include his/her information on the site.

- Banner ads can be sold on the Main Street site assuming the ad does not conflict with a member or sponsor (e.g., Home Depot could not advertise as it would conflict with Home Hardware). Main Street would receive the advertising revenues and then would assign 10% of the ad revenue to the web designer if s/he attracted the advertising.
- Outside costs such as photography would be covered either by the Main Street members or the BIA itself. All potential outside costs must be listed in the response to this RFP with average cost items.
- Main Street BIA has limited funds for this project. Proposals must reflect this reality.
- All web statistic reports must be submitted monthly.
- The contract is a one-year contract expiring on DATE.

**Deadline for submissions**

This RFP is open to all web designers. Submissions addressing the macro and micro deliverables must be provided to xxxx office in writing in a sealed envelope no later than DATE by 5:00 p.m. Interviews will be held the week of DATE.

## Sample: Consultant Contract

This AGREEMENT dated \_\_\_\_\_ between  
\_\_\_\_\_  
\_\_\_\_\_ (BIA) and  
\_\_\_\_\_  
\_\_\_\_\_ (CONTRACTOR)

WHEREAS \_\_\_\_\_ BIA wishes to undertake the research and development of a Community Development Corporation, and \_\_\_\_\_ BIA and CONTRACTOR intend that CONTRACTOR shall undertake specific pieces of work as defined by this agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration the adequacy of which is hereby confirmed, the parties agree as follows:

### 1.0 Term

This Agreement will commence on the date set out above and will continue until \_\_\_\_\_ 2008, unless terminated early in accordance with the provisions of this Agreement.

### 2.0 Services

CONTRACTOR will perform the following duties:

2.1 Develop a comprehensive handbook for BIA Boards of Management and BIA Co-ordinators to be used as a reference tool in the daily operations of a BIA. The handbook is to include the following:

- Introduction and training guide for Co-ordinators/Managers
- Samples of generic job calls for BIA Co-ordinators
- A checklist of possible questions for coordinator job interviews
- A quick reference guide for conduct at BIA Board of Management and Annual General Meetings
- An outline of meeting protocols and roles of BIA Board members at meetings;
- Samples of agendas, generic minutes, a conflict of interest acknowledgement form and a standard set of by-laws or constitution
- Other materials as deemed necessary.

2.2 Hold an evening session for Board members and BIA Co-ordinators to present the contents of the handbook and to outline the procedures necessary to prepare for and hold an effective Board or Annual General Meeting.

2.3 Design and prepare document for printing in digital format.

2.4 Produce a final report and present to the \_\_\_\_\_ BIA Board of Management and its Steering Committee.

### 3.0 Fees

CONTRACTOR agrees to undertake the work for a set fee of \$XXXX plus GST and expenses. Expenses will include mileage and materials and will have prior approval by \_\_\_\_\_ BIA, and will not exceed \$XXX.

#### **4.0 Collaboration**

CONTRACTOR agrees to collaborate with \_\_\_\_\_ BIA on decisions related to content and process associated with the work they undertake. Further, CONTRACTOR agrees that \_\_\_\_\_ BIA will act as the final decision making body for all decisions related to the undertaking of this contract.

#### **5.0 Indemnity**

CONTRACTOR agrees to indemnify \_\_\_\_\_ BIA, its officers, directors, agents and employees against any claims for loss, expenses, liability, damage, and costs, arising out of or in connection with this Agreement, the delivery or non-delivery of services contemplated or any other breach of this Agreement and any other matter relating to the activities of CONTRACTOR hereunder. CONTRACTOR agrees to indemnify and save harmless TABIA against any liability, charges, legal costs, fines or expenses incurred by \_\_\_\_\_ BIA as a result of an alleged or actual contravention of any laws and regulations by CONTRACTOR or its employees, agents or representatives. These indemnities shall survive the termination of this Agreement.

#### **6.0 Confidentiality**

CONTRACTOR acknowledges that it has a duty to \_\_\_\_\_ BIA and its customers to protect their confidentiality and business interests. In furtherance of this, CONTRACTOR agrees that all materials developed as a result of this project are the sole property of \_\_\_\_\_ BIA and shall remain confidential until such time as \_\_\_\_\_ BIA releases them. Further, the CONTRACTOR agrees that it will not reproduce or distribute the materials developed under the terms of this agreement without the express permission of \_\_\_\_\_ BIA.

TABIA and CONTRACTOR represent, acknowledge and agree that each shall use its best efforts to protect all confidential information of the other, which may become known as a result of this Agreement or as a result of other dealings between \_\_\_\_\_ BIA, and CONTRACTOR. Such information shall be considered confidential and CONTRACTOR acknowledges that disclosure of same could be harmful to the interests of \_\_\_\_\_ BIA and its customers. The provisions of this paragraph shall survive the termination of this Agreement.

#### **7.0 Miscellaneous**

This Agreement, and any disputes arising therefrom, shall be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada.

\_\_\_\_\_ BIA shall not be taken to have waived, modified or given up any of its rights under this Agreement even if it does not enforce all of its rights strictly on all occasions. Time is of the essence hereunder.

This Agreement may only be amended by further written agreement executed by both parties. Headings are for the purpose of assistance only and have no legal bearing on the document. If any portion of this Agreement is found to be unenforceable at law, it shall be deemed to be deleted from the Agreement and the balance of the document shall be still effective and binding on the parties. Notice may be given to either party in writing, by fax, regular mail or delivery and shall be deemed received on the date of actual

delivery, or on the first business day after faxing if faxed after 4:00 p.m. on a business day or on a day other than a business day and five days after mailing. Notice shall be sent to the address for notice set out in Schedule A.

**8.0 Notice**

CONTRACTOR agrees to give \_\_\_\_\_ BIA, where possible, appropriate written notice of changes to the deliverables associated with the contract, individuals undertaking the work associated with the contract and any events or circumstances that are likely to impact the ability of the CONTRACTOR to meet the obligations outlined herein.

**9.0 Termination**

Contravention of any of the terms and conditions of this agreement may be cited as legitimate grounds for termination. In such an event, written notice of two weeks will suffice.

THE PARTIES HERETO have executed this Agreement the day and year indicated above.

TABIA REPRESENTATIVE CONTRACTOR

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**10.0 Address for Service**

## **EMPLOYEE OR BUSINESS RELATIONSHIP (The Canada Revenue Agency)**

The Canada Revenue Agency sets out guidelines to assist your BIA to clarify employer-employee relationships.

Some of the topics you may want to review at the Canada Revenue Agency website are:

- Business relationships

- Employer-employee relationships
- Responsibilities for an employer-employee relationship
- Self-employed individuals

Details can be located at  
[www.cra-arc.gc.ca/menu-e.html](http://www.cra-arc.gc.ca/menu-e.html)

## **Responsibilities:**

### **Employer – Employee Relationship**

Where an **employer-employee** relationship exists, the employer must:

- Register with the Canada Revenue Agency for a Business Number (BN)
- Withhold income tax, Canada Pension Plan (CPP) or Quebec Pension Plan (QPP) contributions, and Employment Insurance (EI) premiums on amounts paid to employees
- Remit the amounts withheld as well as the required employer's share of CPP/QPP contributions and EI premiums to the Canada Revenue Agency (and *le ministère du Revenu du Québec* if applicable)
- Report the employees' income and deductions on the appropriate information return
- Give the employees copies of their T4 slips **by the end of February of the following calendar year.**

For more information on this subject, see **The Business Number and Your Canada Revenue Agency Accounts** [<http://www.cra-arc.gc.ca/E/pub/tg/rc2/rc2-08e.pdf>].

The employer is also responsible for registering with the relevant provincial organizations, where applicable (e.g., Workplace Safety and Insurance Board).

**Note:** The employee could be eligible for Employment Insurance benefits. The employee could also be eligible for employee benefits such as sick leave, wage loss replacement plan, and profit sharing.

If a payer considers a worker as a self-employed individual while the worker is in fact an employee, the payer will have to pay both parts of EI premiums and CPP/QPP contributions for the complete duration of the employment. Penalties and interest can also be charged. It is therefore important to correctly determine the type of employment relationship.

### **Business Relationship:**

Where a **business relationship** exists, and where the self-employed individuals' income exceeds \$500 or income tax has been deducted, the payer must:

- report the self-employed individuals' income and tax deductions, if any, on the appropriate information return
- give the self-employed individuals copies of their T4A slips **by the end of February of the following calendar year**, if applicable.

For more information, see **Employers' Guide - Payroll Deductions and Remittances** [<http://www.cra-arc.gc.ca/E/pub/tg/t4001/>].

Self-employed individuals must pay both shares of CPP/QPP contributions. They may also have to pay their income tax and CPP/QPP contributions in instalments. For more information, see **Paying Your Income Tax by Instalments** [<http://www.cra-arc.gc.ca/tx/ndvdl/tpcs/ncm-tx/pymnts/nstlmnts/menu-eng.html>].

Additional information on managing records, payroll can also be located at the Canada Revenue Agency website or by calling 1-800-959-5525.

## **EMPLOYMENT LEGISLATION**

It is important to be aware of the laws governing the workplace and your rights and responsibilities as both an employer and an employee. Provincial legislation governing the workplace is the Employment Standards Act, 2000 (S.O. 2000, Chapter 41) and can be accessed online at:

[www.e-laws.gov.on.ca/DBLaws/Statutes/English/00e41\\_e.htm](http://www.e-laws.gov.on.ca/DBLaws/Statutes/English/00e41_e.htm).

## **GST REBATES FOR BUSINESS IMPROVEMENT AREAS**

### **Background:**

Legislation governing Goods and Services taxes (GST) is provided in the Excise Tax Act and allows some organizations to claim full or partial rebates on GST expenditures to vendors. Prior to February 1, 2004, all Canadian municipalities were entitled to claim partial rebates on these expenditures on the basis of a \$4 rebate for every \$7 paid to a vendor in GST (i.e. 57.14%). On and after this date, the entitlement to a rebate has been expanded to provide a full recovery or \$7 for every \$7 paid to a vendor in GST.

The portion of this legislation affecting Canadian municipalities also extends to “para-municipal” organizations such as Business Improvement Areas (BIA’s) but requires an application to the Canada Revenue Agency (CRA) on municipal status for each BIA established.

## **Application for Municipal Status:**

A Business Improvement Area is a specific geographical area designated by Council as an improvement area. Council also establishes a Board of Management to manage the affairs of the BIA and appoints all directors to the Board.

Upon the establishment of a BIA and the appointment of directors to the Board, City staff in the Accounting Services Division are responsible for ensuring that an application for municipal status to the CRA is made. The BIA Chairperson is requested to provide consent for City staff to make the CRA application on behalf of the BIA. The application consists of the BIA consent letter and certified City By-laws designating the BIA and establishing the Board of Management. If you do not have copies of the By-laws your BIA advisor can make them available.

The CRA notifies Accounting Services Division staff upon approval of municipal status for a BIA and also indicates a date after which rebates may be claimed on GST expenditures. The date is usually the date when Council established a Board of Management. Upon receipt of this information from the CRA, Accounting Services Division staff notifies the BIA Chairperson in writing of the CRA approval and effective date for GST rebates, attaches the CRA letter and provides instructions for the preparation of GST Claims for Rebate. The availability of assistance from Accounting Services staff on how to prepare and file a GST Claim for Rebate is also communicated at that time

and includes contact information in the event that assistance is requested.

### **Preparing GST Claims for Rebate:**

The basis for the GST Rebate Claim is GST paid to vendors on the expenditures incurred by the BIA. The GST component of these payments is not normally separately recorded in the accounting records as a part of the disbursement process with the result that an analysis of these expenditures is required before a claim can be prepared and submitted. In some instances the GST component of vendor payments might be recorded on the cheque stub whenever a cheque is being prepared so that a summary of those amounts can be developed quickly. Otherwise a review of individual vendor invoices for the GST component will be necessary. Documentation of the claim should itemize each amount and also provide details of the vendor name, invoice date and invoice number. This documentation is not required to be submitted as a part of the claim but should be retained in support of the rebate being claimed.

The GST Rebate Claim is prepared on CRA Form GST66. The total amount being claimed for rebate is entered in Part E – Details of Claim. This form usually can be completed quickly once the expenditures have been analyzed and summarized. An individual authorized by the BIA to sign these claims is required to certify the claim submission in Part D. The GST66 form can be obtained at the **Canada Revenue Agency website** [<http://www.cra-arc.gc.ca/E/pbg/gf/gst66/README.html>].

As a minimum requirement, and where the volume of transactions and size of a rebate is not significant, claims should be prepared and filed on an annual basis. It may be appropriate to prepare and file claims on a semi-annual basis where the volume of transactions and size of rebate is significant. If it is determined that a GST Claim for Rebate has not been filed for one or more prior years, a separate GST66 form should be prepared and filed for each calendar year. Retroactive claims for rebates relating to expenditures incurred in prior years must be prepared and filed within four years of vendor invoice dates.

An accounting entry for each rebate claim should be recorded in the BIA accounts at the time of filing the claim. The final claim for a year is usually prepared early in the following year and should be accrued in the accounts for the previous year.

### **Notification for Changes in Contact Information:**

When responsibility for preparing and filing GST Claims for Rebate changes, the CRA should be notified in writing with the name and telephone number of the contact person assuming these responsibilities. Similarly, if the business or mailing addresses of the Board of Management change, the CRA should be notified in writing of these changes.

For changing one BIA's GST contact person's name and address, the BIA's out-going contact person should fax the notification letter on the BIA's letterhead to the CRA Summerside Centre's fax number: 1-902-432-5592. For any further question, BIAs

should call the toll free number:-800-565-9353.

**City Contact Information:**

Assistance in how to complete the GST Rebate Claim form (GST66) is available from Accounting Services staff.

Questions should be directed to Alex So at 416-392-6821 or by e-mail at [aso@toronto.ca](mailto:aso@toronto.ca).