



Office of the
Conflict of interest and
Ethics Commissioner

Commissariat aux
conflits d'intérêts et à
l'éthique

The Flaherty Report

made under the
CONFLICT OF INTEREST ACT



December 18, 2008

Mary Dawson
Conflict of Interest and
Ethics Commissioner

The Flaherty Report (December 18, 2008)

pursuant to the
THE CONFLICT OF INTEREST ACT

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For additional printed copies of this publication, please contact:

Office of the Conflict of Interest and Ethics Commissioner
Parliament of Canada
66 Slater Street, 22nd Floor
Ottawa, Ontario K1A 0A6

Telephone: (613) 995-0721
Fax: (613) 995-7308
Email: ciec-ccie@parl.gc.ca

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PREFACE

The *Conflict of Interest Act* (Act) came into force on July 9, 2007, and replaced the *Conflict of Interest and Post Employment Code for Public Office Holders* (2006 Code).

Pursuant to the transitional provisions of the *Federal Accountability Act* (subsections 3(6) and (8)) and subsection 44(1) of the Act, a request for an examination may be made by a member of the Senate or the House of Commons (Member) who has reasonable grounds to believe that a public office holder who was subject to the 2006 Code did not comply with his or her obligations under that Code in respect of events that took place while that Code was in effect.

Pursuant to subsection 44(3) of the Act, unless the Commissioner determines that the matter is frivolous or vexatious or is made in bad faith, the Commissioner is required to examine the matter. Subsection 44(7) requires the Commissioner to provide to the Prime Minister a report setting out the facts in question as well as the Commissioner's analysis and conclusions in relation to the request. Subsection 44(8) provides that, at the same time that the report is provided to the Prime Minister, a copy of the report is also to be provided to the Member who made the request and to the public office holder who is the subject of the request. The report is also to be made public.

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THE REQUEST FOR AN EXAMINATION

On February 7, 2008 Thomas Mulcair, Member of Parliament for Outremont, sent me a letter requesting that I undertake an investigation into the conduct of the Honourable James Flaherty, Minister of Finance, in connection with an untendered contract awarded by Mr. Flaherty's Office to the firm MacPhie & Company Inc. Mr. Mulcair suggested that Hugh MacPhie, who controls the company, had worked with Mr. Flaherty and that they were well acquainted.

In his letter, Mr. Mulcair cited a March 27, 2002 article from the *National Post*. It described Mr. MacPhie as a "Flaherty loyalist" and "senior campaign official" suggesting that he had worked quite closely with Mr. Flaherty when he was an Ontario cabinet minister and during Mr. Flaherty's bid to lead the Ontario Progressive Conservative Party. Mr. Mulcair also cited an article appearing in the *Toronto Star* on February 2, 2008 alleging that Mr. Flaherty had broken federal contracting rules in hiring Mr. MacPhie.

On February 15, 2008 I wrote to Mr. Mulcair. I noted that the events he described appeared to have occurred prior to the coming into force of the *Conflict of Interest Act* (Act), when the 2006 *Conflict of Interest and Post-Employment Code for Public Office Holders* (2006 Code) was in effect. I pointed out that in order for me to proceed he would have to identify reasonable grounds to believe the 2006 Code had been contravened by Mr. Flaherty, as required by subsection 44(2) of the Act.

I received Mr. Mulcair's response to my letter on April 3, 2008. In it, he cited sections of the Act rather than the 2006 Code. Notwithstanding this, I determined that the information he had provided me was sufficient to allow me to identify relevant provisions of the 2006 Code. On that basis, I proceeded with an examination under subsection 44(3) of the Act having regard to the relevant provisions of the 2006 Code.



THE PROCESS

On April 22, 2008 I wrote to Mr. Flaherty to inform him that I was proceeding with an examination and provided him with copies of the letters from and responses to Mr. Mulcair. I advised Mr. Flaherty of the provisions of the 2006 Code that could be applicable.

In the same letter, I asked Mr. Flaherty to provide me with a copy of the contract with MacPhie & Company and all documents relating to the contract, as well as a list of all officials in his department who would have been involved in putting the contract in place, including their positions at the time. I also invited him to provide me with any views he might have regarding his obligations under the 2006 Code and whether or not his alleged activities constituted a breach of that Code.

On May 1, 2008 my Office was informed that Mr. Flaherty was in the process of retaining counsel. On June 4, 2008 Glenn A. Smith of Lenczner Slaght Royce Smith Griffin LLP informed my Office that he would be acting as counsel for Mr. Flaherty. Mr. Smith was asked to provide my Office with the materials originally requested in my letter of April 22.

On June 10, 2008 my Office received a package of documents from Mr. Smith. Information had been blacked out in several places, suggesting that the documents had been prepared in response to an access to information request. On June 18, 2008 my Office requested an unaltered copy of all documents related to the contract. A second set of documents was received on July 3, 2008. Although the black markings had been removed, those sections remained difficult to read. A third copy was provided on July 10, 2008. Although still difficult to read, they were legible. A list of officials involved in the contract process was also provided. On July 23, 2008 Mr. Smith indicated that Mr. Flaherty would not be submitting a written statement of his views but would respond at a later stage.

My Office interviewed nine witnesses between July 25 and October 24, 2008. Mr. Flaherty, the final witness, was given an opportunity to present information and comments at an interview with me on November 17, 2008. A complete list of witnesses is attached as a schedule to this report. Additional documents were also obtained from the Department of Finance. Mr. Flaherty was given an opportunity to comment on a partial draft of this report, not including the assessment and conclusions.



THE RELEVANT PROVISIONS OF THE 2006 CODE

The relevant provisions of the 2006 Code read as follows:

3(7) *Public office holders shall not use their position of office to assist private entities or persons where this would result in preferential treatment to any person.*

22(3) *Public office holders shall not accord preferential treatment in relation to any official matter to relatives or friends or to organizations in which they, relatives or friends have an interest.*

22(4) *A public office holder shall not use his or her position as a public office holder to influence or attempt to influence a decision of another person so as to further the public office holder's private interests or those of his or her relatives or friends or to improperly further another person's private interests.*

22(8) *A public office holder shall not attempt to engage in any of the activities prohibited under subsections (1) to (7).*



THE FACTS

The amount of detail provided by the witnesses varied and there appeared to be some differences in their recollections on certain matters of fact. However, these differences had no significant bearing on the issues involved. My findings of fact are set out below.

Relationship between Mr. MacPhie and Mr. Flaherty

Mr. MacPhie is President of MacPhie & Company, a strategic marketing and communications consulting firm that has worked with businesses, industry associations and government entities at both the provincial and federal levels. The firm was registered by Mr. MacPhie as a sole proprietorship in 2004 and incorporated in Ontario in 2005. The shares are owned by Mr. MacPhie and his wife. Mr. MacPhie had worked as a communications advisor in the Office of the Honourable Mike Harris, former Premier of Ontario, from 1996 to 2000. It was during this time that he met Mr. Flaherty, who held various cabinet positions in the Harris Government. In 2001 Mr. Flaherty was a candidate for the leadership of the Ontario Progressive Conservative Party and Mr. MacPhie volunteered on his campaign.

In an interview Mr. MacPhie told my Office that his dealings with Mr. Flaherty, during his time with the Ontario government and during the leadership campaign, had been minimal. He said that he had assisted with speech writing and other communications functions, but had had only limited interactions with Mr. Flaherty. He told my Office that he was not a senior campaign official, as he was described by the *National Post* on March 27, 2002. Mr. Flaherty told me that Mr. MacPhie was a senior member of the communications team but was not one of the lead campaign organizers.

Mr. MacPhie and Mr. Flaherty both confirmed that they have never seen each other socially. Mr. MacPhie told my Office that he maintained contact with Mr. Flaherty after the leadership campaign only through occasional political functions. None of the staff from Mr. Flaherty's Office interviewed by my Office were aware of any social interaction between Mr. MacPhie and Mr. Flaherty. Both Mr. Flaherty and Mr. MacPhie stated that Mr. Flaherty has no financial interest in MacPhie & Company and that he has no friends or relatives who work for the company.

MacPhie & Company's prior contracts with the Department of Finance

MacPhie & Company completed two contracts for the Department of Finance before the 2007 budget contract. The first was awarded in September 2006 at the request of the Expert Panel for the Children's Fitness Tax Credit. The panel operated at arm's length from the Minister of Finance. Witnesses interviewed by my Office said that MacPhie & Company had been engaged independently by the Panel. Neither Mr. Flaherty nor his staff was involved in the process.



The second contract was awarded in October 2006 and related to the Advantage Canada economic plan prepared by the Department of Finance. After reviewing a draft of the plan prepared by the Department, Mr. Flaherty and his staff consulted Mr. MacPhie and then engaged his firm to assist them in making revisions. Interviews with Mr. Flaherty and his staff indicate that Mr. MacPhie's name came from staff in Mr. Flaherty's office who had worked with Mr. MacPhie in the Ontario government, and not from Mr. Flaherty himself. The recommendation to engage MacPhie & Company came from Dan Miles who was Mr. Flaherty's Communications Director at that time and David McLaughlin who was Mr. Flaherty's Chief of Staff at that time.

2007 Budget Contract with the Minister's Office

Preparations for the delivery of the 2007 federal budget began in the fall of 2006. Mr. Flaherty had decided to establish a special budget team. Bill Hourigan, who had served as Mr. Flaherty's Chief of Staff during his time with the Ontario government, was hired to lead the budget process and put together the team. Mr. McLaughlin, who had been delegated contracting authority from the Minister, was asked to facilitate the building of the team but he was not part of that team.

Mr. Hourigan assumed his role as Budget Director in December 2006. He remembers, however, attending a meeting with Mr. MacPhie and Mr. Flaherty prior to assuming his position at which the budget was discussed. Mr. Hourigan and Mr. McLaughlin both told my Office that Mr. MacPhie's involvement on the budget team stemmed from his earlier work on the economic plan. Mr. Hourigan said the budget was expected to build on that plan. Mr. Flaherty agreed with his staff that it made sense for Mr. MacPhie to handle the communications aspects of the budget.

Several follow-up meetings between Mr. Hourigan and Mr. MacPhie took place in December 2006 and January 2007. For his part, Mr. McLaughlin stated that he was only responsible for the administrative details of the contract. Mr. MacPhie told my Office that Mr. McLaughlin was not involved in key meetings during which details relating to the participation of MacPhie & Company in the 2007 budget team were settled. Mr. Flaherty confirmed that Mr. Hourigan engaged Mr. MacPhie, while Mr. McLaughlin was responsible for putting the written contract in place.

It is unclear exactly when Mr. MacPhie was engaged verbally by Mr. Hourigan and when he actually began communications work related to the 2007 budget. Mr. MacPhie recalls a meeting with Mr. Hourigan on January 10, 2007. He left that meeting with the understanding that the services of his firm had been requested as part of the 2007 budget team and began preparing the statement of work and the overall communications architecture. Further details relating to his work were confirmed at a meeting on January 18, 2007.



Although the contract was to be awarded under the authority and budget of the Minister's Office, Mr. McLaughlin approached contracting officials in the Department of Finance on January 19, 2007 to seek assistance with the preparation of the contract. According to those officials, they understood that the Minister's Office wished to award a communications contract worth between \$25,000 and \$100,000.

A contracting official sent Mr. McLaughlin general information on contracts valued between \$25,000 and \$100,000 and advised on January 22, 2007 that, given the large number of communications providers, it would be difficult to justify a sole-source contract and that such a contract could receive significant scrutiny.

On January 25, 2007 Mr. McLaughlin provided contracting officials with a draft sole-source justification for the decision to engage MacPhie & Company. Departmental officials advised on January 27, 2007 that the sole-source justification did not uniquely qualify MacPhie & Company and on February 6, 2007 they advised that the contract should be awarded following the traditional competitive process.

For his part, Mr. McLaughlin told my Office that he did not understand why departmental contracting officials were recommending a competitive process for a contract that had, in effect, already been awarded. The departmental officials said that it wasn't until mid-February that they became aware that work had already begun, after which point a contract was prepared with MacPhie & Company.

Deputy Minister of Finance Rob Wright told me that in his view, contracting officials provided the appropriate advice, based on the information they had at the time. Mr. Wright said that the decision to sole-source was ultimately within the authority of the Minister's Office and required that a judgment be made. He noted that the considerations relating to a communications contract in a minister's office would be different from those in a department. Mr. Wright also told me that he felt that the decision of the Minister's Office was within the rules, but noted that the contracting process could have been handled more transparently. He did not feel that it was necessary to raise the matter with the Minister.

On March 2, 2007 the contract was signed by Mr. McLaughlin and Mr. MacPhie "to confirm the verbal agreement reached on the 25th day of January, 2007".

Mr. MacPhie was to provide communications services. Tasks specified in the contract included assisting with the planning of budget communications, writing and editing communications products and liaising on and coordinating budget-related communications between the Minister's Office and the Department of Finance. The work was to be completed by March 20, 2007, and was for a maximum of \$98,580 including GST. During the contract term, MacPhie & Company was asked to do additional work. On March 29, 2007, MacPhie & Company invoiced for \$122,430 (\$115,500 plus GST). No written contract amendment was made, but written justifications for the extra work were prepared. The invoice was approved by Mr. McLaughlin and departmental officials.



MR. FLAHERTY'S POSITION

In an interview Mr. Flaherty told me that Mr. Hourigan, as Budget Director, was in charge of putting together the special team for the 2007 budget. Mr. Hourigan had recommended that MacPhie & Company be engaged and Mr. Flaherty approved that recommendation. Mr. Flaherty noted that he had been given positive feedback on Mr. MacPhie's performance on the contracts for the Expert Panel for the Children's Fitness Tax Credit and for Advantage Canada. He said that Mr. MacPhie did very good work and that he had the necessary background and understanding of political communications. Mr. Flaherty said that once he had approved the recommendation to engage MacPhie & Company, he did not involve himself in the administrative details of the contract.

Mr. Flaherty told me that he first became aware of the details of the contracting process in July 2007. He expressed concern with the manner in which the contract had been awarded. At that time, he undertook a review of contracting processes within his Office and several changes were made.



ASSESSMENT

General Observations

The 2007 budget contract between MacPhie & Company and Mr. Flaherty's Office has been the subject of a great deal of public commentary, much of it focused on whether or not federal contracting procedures with respect to sole-source contracts were followed. The House of Commons Standing Committee on Public Accounts held hearings on this issue on May 13, 2008 but did not issue a report.

At the outset, I wish to make clear that it is not within my mandate to determine whether the procedures that make up the federal contracting regime were respected. While the objectives of the federal contracting regime and certain provisions of the 2006 Code may be related, the two regimes are separate and distinct. Close adherence to federal contracting procedures may help a public office holder avoid contravening the 2006 Code, but the contracting regime is not an absolute safeguard against this. Conversely, failure to meet the requirements of the federal contracting regime need not imply that there has been a contravention of the Code.

The focus of the contracting regime is on government processes as a whole while the focus of the 2006 Code is on specific prohibitions directed at individual public office holders. Generally, contraventions of the 2006 Code will involve an element of intent that may not exist in the case of a failure to comply with the contracting procedures.

My role is to determine whether the relevant provisions of the 2006 Code were contravened by Mr. Flaherty.

In conducting this examination I am required to analyse whether Mr. Flaherty has contravened subsection 3(7), 22(3), 22(4) or 22(8) of the 2006 Code. I note that neither subsection 3(7) nor subsection 22(3) have been reproduced in the new *Conflict of Interest Act*. I am therefore mindful that my analysis in relation to these two subsections will not set a precedent for the future application of the Act.

Assessment of Facts

The examination of these allegations required that I look closely at the relationship between Mr. MacPhie and Mr. Flaherty as well as the process by which the 2007 budget contract was awarded to MacPhie & Company and the context within which it was awarded, including the circumstances of previous contracts between Mr. MacPhie and the Department of Finance.



Mr. MacPhie had done previous work for the Department of Finance and was known to Mr. Flaherty's political staff through that work and through previous political work. Mr. Flaherty and his staff had confidence in Mr. MacPhie's skills and his understanding of the sensitive nature and complexity of high profile budget work. Mr. Flaherty's staff believed they would get good value for the money spent. These factors formed the basis for the sole-source justification for this contract. While the media reported that the rules had not been followed, the Deputy Minister advised me that in his view, the decision to sole-source required a judgment to be made based on all the relevant facts and that, in this particular case, the decision was within the rules.

Mr. Flaherty stated that he was aware that this firm had been identified to provide the communications services for the 2007 Budget and that he concurred with his staff's recommendation and assessment. The firm was engaged with his consent. There was no evidence that Mr. Flaherty or his staff extended the contract to Mr. MacPhie to accord him a benefit. To the contrary, I am satisfied that the primary concern of Mr. Flaherty and his staff was the effective advancement of the 2007 budget.

Mr. Hourigan and other staff interviewed from Mr. Flaherty's Office stated that they felt no pressure from Mr. Flaherty to engage MacPhie & Company and that they were not aware of anyone else feeling any pressure to do so. Departmental officials who were consulted on the contract were not aware of any involvement at all by Mr. Flaherty in the decision to engage MacPhie & Company or in the administration of this contract.

Mr. Flaherty had delegated contracting authority to his Chief of Staff, David McLaughlin. However, it appears that Mr. Hourigan, who was new to the federal government, played a more significant part in decisions related to the 2007 budget process, including putting together the team for budget 2007 and deciding to bring Mr. MacPhie in as a member of the budget team. Mr. McLaughlin was left to handle the paperwork.

It would seem that the lines of administrative accountability in Mr. Flaherty's Office had blurred at the time the 2007 budget was being prepared, leading to a lack of rigour in the process of contracting for Mr. MacPhie's services. The potential for errors was significant. The result was that Mr. MacPhie had started the work long before a written contract was in place, contrary to the contracting procedures.

All ministerial staff interviewed told my Office that the administrative details of the contract, including its value and the sole-source basis on which it was awarded, were not discussed with Mr. Flaherty. Mr. MacPhie also confirmed that he did not discuss details of the contract with Mr. Flaherty. Departmental officials who were consulted on the drafting of the contract stated that they did not brief Mr. Flaherty in relation to the details of the contract or the contracting process and were not aware of anyone else having briefed him.



Mr. Flaherty told me that he was not involved in the administrative aspects of the contract. He left those details to his staff. I found no evidence to the contrary during the course of my examination. Mr. Flaherty has since expressed concern about the manner in which the contract was awarded. He has advised me that contracting procedures in his Office have been reviewed and that processes have been put in place to avoid the potential for errors to occur.

Analysis

Preferential Treatment to any person: Subsection 3(7)

Subsection 3(7) of the 2006 Code reads as follows:

3(7) Public office holders shall not use their position of office to assist private entities or persons where this would result in preferential treatment to any person.

With respect to subsection 3(7), there are two components to be addressed: whether Mr. Flaherty used his position of office to assist Mr. MacPhie or his company and, if so, whether this assistance would result in preferential treatment.

As indicated above in my assessment of the facts, I found no evidence that Mr. Flaherty used his position to assist Mr. MacPhie or his company in awarding him the 2007 budget contract. To the contrary, I am satisfied, after having spoken to Mr. Flaherty, members of his staff and other witnesses, that Mr. MacPhie was hired for his experience, his skills and, in particular, his understanding of the complex and sensitive political issues. All of these were seen to be necessary to deal with the communications aspects of the 2007 budget.

Mr. Flaherty agreed that this firm should be engaged, particularly given its recent work on the fall economic update. I am cognisant that communications related to budget work is highly political, particularly in a minority government, and it would therefore be reasonable to expect that the person engaged to perform this work be someone known to be able to reflect the political approach of Mr. Flaherty and in whom Mr. Flaherty had trust and confidence to assist him with budget communications. I am satisfied that the effective management of the 2007 budget was the reason why MacPhie & Company was hired and that there was no intention, in these circumstances, to assist Mr. MacPhie.

Because I have concluded that Mr. Flaherty did not use his position to assist Mr. MacPhie or his company by awarding the contract to MacPhie & Company, it is not necessary to go further and determine whether preferential treatment might have resulted in this case.



The question of what would constitute preferential treatment would not be an easy one to answer. A preference always underlies a choice as to who will be awarded a contract. A preference alone is not always suggestive of an irregularity. I note in this connection that the federal contracting regime itself contemplates the possibility of sole-source contracts in certain circumstances.

Although I have not had to define the expression “preferential treatment” for the purposes of this Report, it may be useful to observe that the expression is not defined in the 2006 Code; nor does subsection 3(7) of the Code set out any specific circumstances that would constitute preferential treatment for the purposes of that subsection.

Subsection 3(7) of the 2006 Code, in its generality, has not been reproduced in the current *Conflict of Interest Act*. A different approach is taken in the Act. Only the more specific prohibitions relating to preferential treatment found in section 22 of the Code have been carried forward into the Act. These include the following prohibitions: using insider information; using one’s position to influence the decision of another to further a relative or friend’s private interest; and entering into a contract with certain relatives. Section 7 of the Act, the only section of the Act that uses the expression “preferential treatment”, like subsection 22(2) of the Code, directs itself to the specific situation of preference being accorded to a person on the basis of the identity of an individual representing that person.

The expression “preferential treatment” is not used in most provincial or territorial regimes. Furthermore, most provincial and territorial conflict of interest regimes, like the federal *Conflict of Interest Act*, have set out specific rules rather than a broad prohibition like the one found in subsection 3(7) of the 2006 Code. On the other hand, the Ontario legislation, like the 2006 Code, does use the expression “preferential treatment” in the context of a broad general prohibition without providing a definition. To my knowledge, however, it has never been interpreted.

In any event, as explained above, I am satisfied that Mr. Flaherty did not contravene subsection 3(7) of the 2006 Code in relation to engaging MacPhie & Company.

Preferential Treatment to a friend or relative: Subsections 22(3) and 22(8)

Subsections 22(3) and 22(8) read as follows:

22(3) Public office holders shall not accord preferential treatment in relation to any official matter to relatives or friends or to organizations in which they, relatives or friends have an interest.

22(8) A public office holder shall not attempt to engage in any of the activities prohibited under subsections (1) to (7).



Subsection 22(3) prohibits public office holders from according preferential treatment in relation to an official matter to relatives, friends or organizations in which the public office holder, relatives or friends have an interest. Subsection 22(8) prohibits attempts to accord preferential treatment as described in subsection 22(3).

Subsection 22(3), like subsection 3(7), has not been carried forward into the Act and uses the undefined expression “preferential treatment”. Subsection 22(3) is limited to treatment accorded to relatives or friends or to organizations in which the public office holder, relatives or friends have an interest.

Mr. Flaherty and Mr. MacPhie are not relatives and I am satisfied that they are not friends as contemplated by subsection 22(3) of the Code. The evidence showed that they have a political working relationship but they do not have a close personal relationship that would identify them as friends. There was no evidence that Mr. Flaherty or any of his friends or relatives had any interest in MacPhie & Company.

For these reasons, I am satisfied that Mr. Flaherty did not contravene subsection 22(3). With regard to 22(8) of the 2006 Code I am also satisfied that he did not attempt to engage in the activities prohibited under 22(3).

Influence: Subsections 22(4) and 22(8)

Subsections 22(4) and 22(8) of the Code provide as follows:

22(4) A public office holder shall not use his or her position as a public office holder to influence or attempt to influence a decision of another person so as to further the public office holder’s private interests or those of his or her relatives or friends or to improperly further another person’s private interests.

22(8) A public office holder shall not attempt to engage in any of the activities prohibited under subsections (1) to (7).

Subsection 22(4) prohibits public office holders from using their positions to influence, or attempt to influence, the decision of a third party in a way that is intended to further the public office holders’ private interests or those of their relatives or friends, or to improperly further another person’s private interests. Subsection 22(8) prohibits attempts to engage in the activities prohibited under subsection 22(4). As subsection 22(4) includes any “attempt to influence”, subsection 22(8) effectively becomes redundant.



I believe that Mr. Flaherty accepted his staff's recommendation that MacPhie & Company be awarded the 2007 budget contract. The witnesses interviewed, including both ministerial staff and departmental officials, all confirmed that Mr. Flaherty had not pressured them to engage this firm and had not, in fact, even specifically requested that the firm be engaged.

I am satisfied that Mr. Flaherty did not engage in any of the activities prohibited under subsection 22(4), nor did he attempt to do so as prohibited under subsection 22(8) of the 2006 Code.

Conclusion

This examination required that I review the process by which MacPhie & Company was awarded the 2007 budget contract, but not for the purposes of determining whether the contracting procedures had been followed. My mandate is to determine whether the 2006 Code has been contravened. I have found that Mr. Flaherty did not contravene the Code in this regard.

Several witnesses, including Mr. Flaherty, expressed concern about the contracting process followed by his office. A lack of rigour in this regard left Mr. Flaherty vulnerable to concerns that preferential treatment had been improperly extended to Mr. MacPhie. Mr. Flaherty has assured me that steps have been taken to prevent this type of situation from recurring.

With respect to the application of the 2006 Code, for the reasons stated above, I have determined that Mr. Flaherty has not contravened subsection 3(7), 22(3), 22(4) or 22(8) of the 2006 Code.



SCHEDULE: LIST OF WITNESSES INTERVIEWED

The Honourable James Flaherty, Minister of Finance

Mr. Mike Giles, Head of Materiel Management, Department of Finance

Ms. Kelly Gillis, Executive Director of the Financial Management Directorate,
Department of Finance

Mr. Bill Hourigan, former Senior Policy Advisor to the Minister of Finance

Dr. Kellie Leitch, Chair of the Expert Panel for the Children's Fitness Tax Credit

Mr. Hugh MacPhie, President of MacPhie & Company Inc.

Mr. David McLaughlin, former Chief of Staff to the Minister of Finance

Mr. Dan Miles, former Director of Communications to the Minister of Finance

Ms. Colleen Volk, former Assistant Deputy Minister of the Corporate Services Branch,
Department of Finance

Mr. Rob Wright, Deputy Minister, Department of Finance

