



FILE COPY

CLERK OF THE BOARD

2007 NOV 30 AM 9:37

CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

MIAMI-DADE COUNTY
COMMISSION ON ETHICS & PUBLIC TRUST

In re: Frank Urso
_____ /

Case No: 07-26

PUBLIC REPORT AND ORDER ACCEPTING SETTLEMENT AGREEMENT

The Advocate filed the above-captioned complaint against Frank Urso ("Respondent"), a sales representative for Lawson Software, for alleged violation of Section 2-11.1(s)(2)(c) (failure to file principal authorization form). The complaint alleged the Respondent retained an unregistered lobbyist to assist his client on a Public Health Trust contract.

In 2006, the Public Health Trust issued a Request for Proposal (RFP) for Enterprise Resource Planning software. The ERP software is used for financial applications including patient accounting. In February 2007, the Public Health Trust recommended award of the contract to Siemens Healthcare. The contract combined the award of the ERP software with a software contract for patient accounting. The Respondent hired Dominic Larocca to assist with lobbying efforts on behalf of Lawson. Lawson sought to

influence Trust representatives to bifurcate the award and split the contract between Siemens and Lawson. Towards that end, LaRocca contacted Trust officials by e-mail and raised several concerns regarding the selection process and Siemens performance on other contracts. During the time that LaRocca contacted Trust officials, he was not registered as a lobbyist for Lawson.

On October 24, 2007, the Respondent stipulated to legal sufficiency and probable cause. Thereafter, the Advocate presented a proposed settlement wherein the Respondent admitted the allegations in the complaint and agreed to a letter of instruction. The proposed settlement agreement also provided for a fine in the amount of five hundred dollars and investigative costs in the amount of five hundred dollars.

Upon review of the complaint and the proposed settlement and finding the settlement agreement in the best interest of Miami-Dade County, the Ethics Commission accepted the proposed settlement agreement.

Therefore, it is:

ORDERED AND ADJUDGED that the Respondent will receive the attached letter of instruction and pay a fine of five hundred dollars plus investigative costs for violation of Section 2-11.1(s) as provided in the settlement agreement.

DONE AND ORDERED by the Commission on Ethics and
Public Trust in public session on October 24, 2007.

**MIAMI-DADE COUNTY COMMISSION
ON ETHICS AND PUBLIC TRUST**

By:


Kerry Rosenthal
Chairperson

cc: Frank Urso

FILE COPY

IN RE: CASE NO.

FRANK URSO,
_____ /

CLERK OF THE BOARD

C07-026

2007 OCT 25 PM 3:32

CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1**SETTLEMENT ORDER**

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust (COE) Rules of Procedure, Petitioner and Respondent do hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, FRANK URSO, believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter and desires to resolve the differences between Respondent and Petitioner. Accordingly, Respondent agrees not to contest the allegations contained in Count 1 of Ethics Complaint No. 07-026. However, Respondent specifically denies certain allegation contained in the Complaint, as outline in Respondent's "Letter of Explanation."
2. Pursuant to this agreement, Respondent agrees to pay a fine of \$500.00 to the Miami-Dade County Commission on Ethics and Public Trust (COE).
3. Respondent also agrees to pay the COE \$500.00 in investigative costs.
4. Respondent understands and agrees that failure by Respondent to pay the fine outlined in paragraph 2 and the costs outline in paragraph 3, may result in garnishment or other appropriate process or proceedings to enforce the recovery of the judgment as governed by the Florida Rules of Civil Procedure.
5. Failure by the Respondent to fulfill and abide by his obligations under the agreed Settlement Order may result in contempt proceedings against the Respondent.

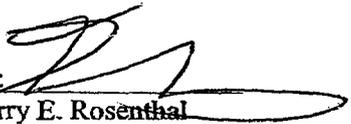
6. This agreement, consisting of two (2) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes any and all previous communications, representations, and agreement either verbal or written between the parties. Except only for the obligations of Respondent as expressly described in this settlement agreement, the COE acknowledges that this settlement agreement is in full accord, satisfaction and release of any claims that the COE has against the Respondent, now or in the future, with regard to the allegations and circumstances of this matter.

7. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; that he has consulted with an attorney; and that he has fully and completely read and understands the terms and conditions of the agreement.

8. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County.

9. Should the COE reject this agreement, evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

Done and Ordered in Miami-Dade County, Florida this 24 day of October 2007.

By: 
 Kerry E. Rosenthal
 Chairperson


 Miriam S. Ramos
 Asst. Advocate


 Frank Urso
 Respondent