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**BEFORE THE ARIZONA STATE  
BOARD OF TECHNICAL REGISTRATION**

<p><b>In the Matter of:</b></p> <p><b>Joel Kramer Architect Registration No. 27000</b></p> <p><b>Kramer Architecture Firm Registration No. 19218 (Expired)</b></p> <p style="text-align: right;"><b>Respondents</b></p>	<p style="text-align: center;"><b>Case No. P19-011</b></p> <p style="text-align: center;"><b>CONSENT AGREEMENT and ORDER OF DISCIPLINE</b></p>
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In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration (“Board”) and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Joel Kramer (“Respondent”), holder of Registration No. 27000, and Kramer Architecture (“Respondent Firm”), holder of Registration No. 19218(expired), and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

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**RECITALS**

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1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.

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2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

1           3.       Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

2           4.       Respondent understands that this Consent Agreement or any part of the agreement  
3 may be considered in any future disciplinary action by the Board against him.

4           5.       The Consent Agreement, any record prepared in this matter, all investigative  
5 materials prepared or received by the Board and all related exhibits and materials, are public  
6 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent  
7 Agreement and may be retained in the Board's files pertaining to this matter.

8           6.       Respondent understands this Consent Agreement deals with Board case number  
9 P19-011 involving allegations that Respondent engaged in conduct that would subject him to  
10 discipline under the Board's statutes and rules. The investigation into these allegations against  
11 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

12           7.       Respondent understands that this Consent Agreement does not constitute a  
13 dismissal or resolution of any other matters currently pending before the Board, if any, and does  
14 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
15 regarding any other pending or future investigation, action or proceeding.

16           8.       Respondent also understands that acceptance of this Consent Agreement does not  
17 preclude any other agency, subdivision, or officer of this State from instituting any other civil or  
18 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

19           9.       Respondent acknowledges and agrees that, upon signing this Consent Agreement  
20 and returning this document to the Board's Executive Director, he may not revoke his acceptance  
21 of the Consent Agreement or make any modifications to the document regardless of whether the  
22 Consent Agreement has been signed on behalf of the Board. Any modification to this original  
23 document is ineffective and void unless mutually agreed by the parties in writing.

24           10.       This Consent Agreement is subject to the approval of the Board and is effective  
25 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept  
26 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing  
27 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent  
28 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor

1 introduced in any action by any party, except that the parties agree that should the Board reject  
2 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that  
3 the Board was prejudiced by its review and discussion of this document or any records relating  
4 thereto.

5 11. If a court of competent jurisdiction rules that any part of this Consent Agreement is  
6 void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full  
7 force and effect.

8 12. Respondent understands that any violation of this Consent Agreement may result in  
9 disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.

10 13. Respondent agrees that the Board will adopt the following Findings of Fact,  
11 Conclusions of Law and Order.

12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for the regulation and control of the  
14 practice of Professional Architecture in the State of Arizona.

15 2. Respondent is the holder of Arizona Architect Registration No. 27000.

16 3. Respondent Firm is holder of Firm Registration No. 19218, which expired on May  
17 13, 2016.

18 4. In May of 2017, Respondent and Respondent Firm accepted a contract to provide  
19 architectural services on the cosmetic retail project in Tucson, Arizona.

20 5. On or about August 31, 2017, Respondent and Respondent Firm were paid  
21 \$2800.00 for architectural services provided on the cosmetic retail project in Tucson, Arizona.

22 6. On or about August 26, 2018, the Board received a complaint alleging that  
23 Respondent Firm practiced architecture without firm registration with the Board. Respondent  
24 Firm registration expired on May 13, 2016.

25 7. As of December 20, 2018, Respondent has not renewed Respondent Firm  
26 Registration.

27 **CONCLUSIONS OF LAW**

28 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

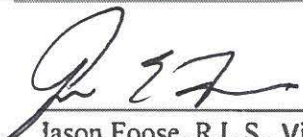


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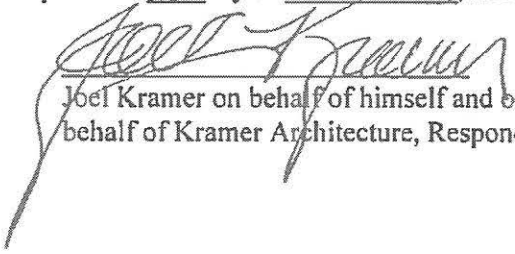
7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with complying with this Consent Agreement.

8. NONCOMPLIANCE. If Respondent violates this Order in any way or fails to fulfill the requirements of this Order, the Board, after giving notice and the opportunity to be heard, may revoke, suspend or take other disciplinary actions against the registration. The issue at such a hearing will be limited solely to whether this Order has been violated.

ACCEPTED and ORDERED this 22<sup>ND</sup> day of JANUARY, 2019.

  
Jason Foose, R.L.S., Vice  
Chairman, Arizona State Board  
of Technical Registration

Consent Agreement and Order, No. P19-011 accepted this 21<sup>ST</sup> day of December 2019<sup>B</sup>.

  
Joel Kramer on behalf of himself and on  
behalf of Kramer Architecture, Respondents

ORIGINAL filed this 25 day of  
JANUARY, 2019, with:

Arizona State Board of Technical Registration  
1110 W. Washington, Suite 240  
Phoenix, AZ 85007

COPY of the foregoing mailed via Certified Mail  
No. 92148901 9434 4600 0493 73 and  
First Class mail this 25 day of JANUARY, 2019, to:

Joel Kramer  
Kramer Architecture  
15681 N. Equestrian Trail  
Tucson, AZ 85739

By: 