

MAR 28 2015

Chg.  Respor.  Other

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

3 **In the Matter of:** }  
4 **Eddie Strong Jr.** }  
5 **Non-Registrant** }  
6 **Strong Kennedy Architects** }  
7 **Non-Registered Firm** }  
  **Respondent**

Case No.: P16-050

**CONSENT AGREEMENT**  
**and**  
**ORDER OF DISCIPLINE**

8  
9            In the interest of a prompt and judicious resolution of the above-captioned matter  
10 before the Arizona State Board of Technical Registration ("Board") and consistent with  
11 the public interest, statutory requirements, and the responsibilities of the Board, and  
12 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,  
13 Eddie Strong Jr. ("Respondent"), Non-registrant, and Strong Kennedy Architects  
14 ("Respondent"), Non-registered firm, and the Board enter into the following Recitals,  
15 Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final  
16 disposition of this matter.

17                                    **RECITALS**

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

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

28            3. Respondent affirmatively agrees that this Consent Agreement shall be

1 irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the  
3 agreement 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  
6 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this  
7 Consent 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  
9 number P16-050 involving allegations that Respondent engaged in conduct that would  
10 subject him to discipline under the Board's statutes and rules. The investigation into  
11 these allegations against Respondent shall be concluded upon the Board's adoption of  
12 this Consent Agreement.

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

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

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

27 10. This Consent Agreement is subject to the approval of the Board and is  
28 effective only when accepted by the Board and signed on behalf of the Board. If the

1 Board does not accept this Consent Agreement, the Board retains its authority to hold a  
2 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the  
3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
4 evidentiary value and shall not be relied upon nor introduced in any action by any party,  
5 except that the parties agree that should the Board reject this Consent Agreement and this  
6 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced  
7 by its review and discussion of this document or any records relating thereto.

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

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

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

#### 16 FINDINGS OF FACT

17 1. The Board is the duly constituted authority for the regulation and control of  
18 the practice of Architecture in the State of Arizona.

19 2. Respondent is not registered to practice a Board regulated profession in the  
20 State of Arizona and is the owner of Respondent firm a non-registered firm in the State of  
21 Arizona.

22 3. On or about November 16, 2015, Applicant (152355) Timothy Strong, filed  
23 his application for architect registration exam (ARE) with the Board. On his application,  
24 Respondent firm was listed on the architect experience record and supervisor/reference.

25 4. While reviewing the application, the Board discovered Respondent firm was  
26 not registered with the Arizona Board of Technical Registration to perform a Board  
27 regulated profession.

28 5. Respondent stated to Board staff that he did not know that the Firm had to be

1 registered and that the Firm has been open and conducting business in Arizona for the  
2 past 3 years.

3 **CONCLUSIONS OF LAW**

4 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,  
5 including A.R.S. § 32-106.02(A).

6 2. Pursuant to A.R.S. § 32-121, a person or firm desiring to practice any board  
7 regulated profession, must obtain a registration.

8 3. Pursuant to A.R.S. § 32-141, registrants practicing in a firm must register that  
9 firm with the Board.

10 4. The conduct alleged in the findings of fact constitutes grounds for discipline  
11 pursuant to A.R.S. § 32-141 and A.R.S. § 32-121, in that Respondents practiced, offered  
12 to practice, and advertised the practice of Architecture without first being registered by  
13 the Board.

14 **ORDER**

15 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues  
16 the following Order:

17 1. ASSURANCE OF DISCONTINUANCE. Respondent firm shall not  
18 engage in the practice, offer to practice or by any implication, hold itself out as qualified  
19 to practice Architecture as defined by A.R.S. § 32-101(B)(8), and shall not display any  
20 card, sign or other device that may indicate to the public that it is a registered  
21 professional Architectural firm or is qualified to practice as such in the State of Arizona  
22 until such time as the Respondent firm has been granted registration by the Board or is in  
23 full compliance with the Board's Statures and Rules.

24 2. CIVIL PENALTY. Within Ninety (90) days from the effective date of this  
25 Consent Agreement, Respondents shall pay an administrative penalty of Five Hundred  
26 Dollars (\$500.00) by certified check or money order made payable to the State of  
27 Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-  
28 128(H).

1 3. COST OF INVESTGATION. Within Ninety (90) days from the effective  
2 date of this Consent Agreement, Respondents shall pay the cost of investigation of this  
3 case to the Board in the amount of One Hundred Sixty Dollars (\$160.00) by certified  
4 check or money order made payable to the State of Arizona Board of Technical  
5 Registration, according to the provisions of A.R.S. § 32-128(H).

6 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
7 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
8 effective date is the later of the two dates.

9 5. COSTS OF COMPLIANCE. Respondents shall pay all costs associated  
10 with complying with this Consent Agreement.

11  
12 ACCEPTED and ORDERED this 26<sup>th</sup> day of April, 2016.

13  
14 E. Leroy Brady  
15 E. Leroy Brady, Chairman  
16 Arizona State Board of  
17 Technical Registration

18 Consent Agreement and Order, No. P16-050 accepted this 28 day of  
19 MARCH, 2016.

20 [Signature]  
21 Eddie Strong Jr., Respondent  
22 And on behalf of Strong Kennedy  
23 Architects, Respondent Firm

24 ORIGINAL filed this 26 day of  
25 April, 2016, with:

26 Arizona State Board of Technical Registration  
27 1110 W. Washington, Suite 240  
28 Phoenix, AZ 85007

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COPY of the foregoing mailed via Certified Mail  
No. 7015 3010 0000 3864 7535 and  
First Class mail this 2 day of MAY, 2016, to:

Eddie Strong Jr.  
2852 E. Preston St.  
Mesa, AZ 85213

By: D. Bremer