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 Allegor Respondent
 Other

BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of:
James Elson
Architect
Registration No. 11005
James Elson, Architect
Registration No. 19729
Respondents

Case No.: P16-055 &
P16-060

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

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, James Elson ("Respondent"), holder of Registration No. 11005, James Elson, Architect ("Respondent"), holder of Registration No. 19729, 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.

RECITALS

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.

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.

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 P16-055 and P16-060 involving allegations that Respondent engaged in conduct
10 that would subject him to discipline under the Board's statutes and rules. The
11 investigation into these allegations against Respondent shall be concluded upon the
12 Board's adoption of 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 the holder of Arizona Architect Registration No. 11005.

20 3. Respondent firm was not registered with the Board at the time of project
21 engagement with OSE Design Group, LLC and Starling, Madison & Lofquist, Inc.
22 Subsequently Respondent firm was registered with the Board on April 18, 2016.

23 4. Respondent firm, James Elson, Architect, is the holder of firm Registration
24 No. 19729.

25 5. On or about July 22, 2015, Respondent entered into an agreement with
26 Denali National Trust for Architectural services for Healthy Solutions project located at
27 7812 E. Acoma Dr., Scottsdale, AZ.

28 6. On or about September 15, 2015, Respondent entered into a contract with

1 OSE Design Group for mechanical and plumbing design for Healthy Solutions project in
2 Scottsdale, AZ.

3 7. On or about October 6, 2015, Respondent entered into an agreement with AJ
4 Roberts Industrial ("AJR") for professional services on a Stellar Airpark hangar,
5 Chandler, AZ.

6 8. On or about December 8, 2015, Respondent contracted Starling Madison
7 Lofquist, Inc. ("SML") for engineering services for the Stellar Airpark project.

8 9. In or around the fourth quarter of 2015, Respondent was paid in full by
9 Denali National Trust for services provided on the Healthy Solutions project.

10 Respondent failed to pay OSE Design Group \$10,700 for engineering services provided
11 to Respondent.

12 10. On or about February 19, 2016, Respondent was paid by AJR for
13 professional services provided for the Stellar Airpark project in the amount of \$28,000, of
14 which \$6,650 was owed to SML. Respondent failed to pay SML \$6,650 for professional
15 services provided to Respondent.

16 11. On June 6, 2016, Respondent paid the amount owed to SML for professional
17 services provided to Respondent. Alleger provided Board staff a copy of an invoice for
18 the paid in full balance.

19 **CONCLUSIONS OF LAW**

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

21 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
22 pursuant to A.R.S. § 32-128(C)(5), in that Respondent failed to pay OSE Design Group
23 for mechanical and plumbing engineering services provided to Respondent for Healthy
24 Solutions project, totaling \$10,700 and Respondent failed to pay SML for structural
25 engineering services provided to Respondent for the Stellar Airpark project, totaling
26 \$6,650.

27 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
28 pursuant to A.R.S. § 32-141 and A.R.S. § 32-121, in that Respondent firm engaged in the

1 practice of a Board regulated profession without firm registration by engaging in
2 architectural practice on the Healthy Solutions project and the Stellar Airpark project.

3 **ORDER**

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

6 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
7 Reprimand.

8 2. STAYED SUSPENSION/PROBATION. Respondent's registration as a
9 Professional Architect, No. 11005, shall be suspended for twelve (12) months; however,
10 the suspension is stayed for as long as Respondent remains in compliance with this
11 Order. During the stay of suspension, Respondent's registration is placed on probation
12 for twelve (12) months. If Respondent is non-compliant with any terms of this Order
13 during the twelve (12) months stayed suspension/probation period, the stay of the
14 suspension shall be lifted and Respondent's registration as an Architect shall be
15 automatically suspended without a formal hearing, and remain suspended until
16 Respondent is compliant with all terms of this Order. If Respondent completes all terms
17 of this Order prior to the twelve (12) month stayed suspension/probation period,
18 Respondent may seek an early termination of this Order by requesting a formal review by
19 the Board.

20 3. PAYMENTS TO A COLLABORATING PROFESSIONAL. Within
21 ninety (90) days, Respondent shall pay OSE Design Group, LLC for their engineering
22 services in the amount of Ten Thousand Seven Hundred Dollars (\$10,700) by certified
23 check. If Respondent fails to pay OSE Design Group within ninety (90) days from the
24 effective date of this Consent Agreement and Order, Respondent's registration shall be
25 suspended until such time as payment is made in full. Within ten (10) days of the
26 payment to OSE, Respondent shall provide the Board with written proof that the
27 payments have been made.

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1 4. PROFESSIONAL ETHICS CLASS. Within ninety (90) days from effective
2 date of this Consent Agreement, Respondent shall provide verification to the Board that
3 Respondent has successfully completed a class in professional ethics.

4 5. ADMINISTRATIVE PENALTY. Within six (6) months from the effective
5 date of this Consent Agreement, Respondent shall pay an administrative penalty of Three
6 Thousand Dollars (\$3000.00) by certified check or money order made payable to the
7 State of Arizona Board of Technical Registration.

8 6. COST OF INVESTIGATION. Within thirty (30) days from the effective
9 date of this Consent Agreement, Respondent shall pay the cost of investigation for these
10 cases to the Board in the amount of Six Hundred Five Dollars (\$605.00) by certified
11 check or money order made payable to the State of Arizona Board of Technical
12 Registration, according to the provisions of A.R.S. § 32-128(H).

13 7. OBEY ALL LAWS. Respondent shall obey all federal, state and local
14 laws, as well as, all rules governing the practice of Architecture in the State of Arizona.
15 The Board shall consider any violation of this paragraph to be a separate violation of the
16 rules and statues governing the Arizona Board of Technical Registration.

17 8. RENEWAL OF REGISTRATION. Respondent shall timely renew his
18 Arizona registration as an Architect and timely pay all required registration fees.

19 9 EFFECTIVE DATE. The effective date of this Consent Agreement is the
20 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
21 effective date is the later of the two dates.

22 10. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
23 with complying with this Consent Agreement.

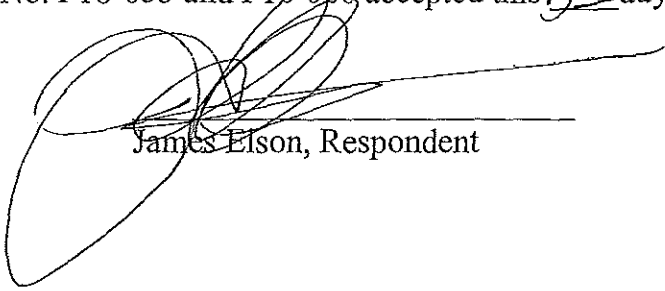
24 11. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
25 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
26 to be heard, may revoke, suspend or take other disciplinary actions against the
27 registration. The issue at such a hearing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

1 ACCEPTED and ORDERED this 25th day of JULY, 2016.

2
3 E. Leroy Brady

4 E. Leroy Brady, Chairman
5 Arizona State Board of
6 Technical Registration

7 Consent Agreement and Order, No. P16-055 and P16-060 accepted this 5th day
8 of JULY, 2016.

9
10 
11 James Elson, Respondent

12 ORIGINAL filed this 26 day of
JULY, 2016, with:

13 Arizona State Board of Technical Registration
14 1110 W. Washington, Suite 240
Phoenix, AZ 85007

15 COPY of the foregoing mailed via Certified Mail
16 No. 7015 3010 0000 3864 7825 and
17 First Class mail this 29 day of JULY, 2016, to:

18 James Elson
19 16420 N. 92nd St. Ste 205
Scottsdale, AZ 85260

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21 By: D. Macman
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