



BEFORE THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION

In the Matter of:
Tamara Caraway
Architect No. 22538
and
Hunt & Caraway Architects
Firm No. 10556
Respondents

Case No.: P17-013

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, Tamara Caraway ("Respondent"), holder of Registration No. 22538 and Hunt & Caraway Architects, (Respondent) Firm No. 10556, 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 P17-013 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 the holder of Arizona Registered Architect Registration No.
20 22538 and Principal of Hunt & Caraway Architects (Firm No. 10556).

21 3. On January 26, 2015, a contract and scope of work was presented to the
22 allegor (Gervasio & Associates) (Firm #10294) and accepted by the Respondent for the
23 project involving Glendale Fire Station #157, Veneer Rehabilitation Project.

24 4. On July 22, 2015, Glendale Engineer, Bill Passmore, signed off on the
25 project as being completed.

26 5. On April 4, 2016, the Allegor sent a letter to the Respondent requesting
27 payment for the unpaid balance. Respondent sated her business partner, who is the
28 President, Secretary and Treasurer of Hunt & Caraway Architects, advised the

1 outstanding balance had been taken care of.

2 6. On June 17, 2016, an invoice was produced showing the invoice numbers and
3 the date sent to Respondent, with charges, credits and balance. As of June 17, 2016, the
4 unpaid balance was \$12,410.50.

5 7. On July 20, 2016, the Allegor filed a complaint with the Arizona Board of
6 Technical Registration for non-payment by the Respondent.

7 8. Respondent stated she was not aware of the June 17, 2016 invoice and upon
8 receiving notice by the Board, the Allegor was paid \$3,000.00 by check on August 3,
9 2016 and the remainder, \$9,410.50, on August 4, 2016.

10 **CONCLUSIONS OF LAW**

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

12 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
13 pursuant to A.R.S. § 32-128(C)(5) in that Respondent and Respondent Firm failed to pay
14 a collaborating registered professional within seven calendar days after receiving
15 payment from a client.

16 **ORDER**

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

19 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
20 Reprimand.

21 2. ADMINISTRATIVE PENALTY. Within sixty (60) days from the
22 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
23 of One Thousand Dollars (\$1,000.00) by certified check or money order made payable to
24 the State of Arizona Board of Technical Registration.

25 3. COST OF INVESTIGATION. Within sixty (60) days from the effective
26 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
27 case to the Board in the amount of Three Hundred Forty-Five Dollars (\$345.00) by
28 certified check or money order made payable to the State of Arizona Board of Technical

1 Registration, according to the provisions of A.R.S. § 32-128(H).

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

6 5. 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 6. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
10 with complying with this Consent Agreement.

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

16 ACCEPTED and ORDERED this 25th day of OCTOBER, 2016.

17
18 E. Leroy Brady
19 E. Leroy Brady, Chairman
20 Arizona State Board of
21 Technical Registration

22 Consent Agreement and Order, No. P17-013 accepted this 19th day of
23 September, 2016.

24 Tamara Caraway
25 Tamara Caraway, Respondent & Principal
26 on behalf of Hunt & Caraway Architects,
27 Respondent Firm

28 ORIGINAL filed this 25 day of
OCTOBER, 2016, with:

1
2
3 Arizona State Board of Technical Registration
4 1110 W. Washington, Suite 240
5 Phoenix, AZ 85007

6 **COPY** of the foregoing mailed via Certified Mail
7 No. 7016 0750 0000 2510 8635 and

8 First Class mail this 26 day of October, 2016, to:

9 Tamara Caraway
10 Hunt & Caraway Architects
11 1747 E. Morten Ave #306
12 Phoenix, AZ 85020

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
By: D. Braema