

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

3 **In the Matter of:**

Case No.: P17-014

4 **William Carnell**
5 **Architect**
6 **Registration No. 26986**

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

7 **Merry Carnell Schlecht, Inc.**
8 **Registration No. 10726**
9 **Respondents**

10 In the interest of a prompt and judicious resolution of the above-captioned matter
11 before the Arizona State Board of Technical Registration ("Board") and consistent with
12 the public interest, statutory requirements, and the responsibilities of the Board, and
13 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,
14 William Carnell ("Respondent"), holder of Registration No. 26986, Merry Carnell
15 Schlecht, Inc. ("Respondent"), holder of Registration No. 10726, and the Board enter into
16 the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent
17 Agreement") as a final disposition of this matter.

18 **RECITALS**

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

22 2. Respondent understands that he has a right to a public administrative hearing
23 concerning this case. He further acknowledges that at such formal hearing he could
24 present evidence and cross-examine witnesses. By entering into this Consent Agreement,
25 Respondent knowingly, voluntarily, and irrevocably waives his right to such an
26 administrative hearing, as well as rights of rehearing, review, reconsideration, appeal,
27 judicial review or any other administrative and/or judicial action concerning the matters
28 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 P17-014 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 Architect Registration No. 26986.

20 3. Respondent firm was not registered with the Board at the time of project
21 engagements with Monrad Engineering, Inc. Subsequently Respondent firm was
22 registered with the Board on August 25, 2016.

23 4. Respondent firm, Merry Carnell Schlecht, Inc., is the holder of firm
24 Registration No. 10726. Respondent firm registration was renewed on August 25, 2016.

25 5. On or about December 17, 2014, Respondents entered into an agreement with
26 Monrad Engineering for engineering services for Apache Behavioral Health Services
27 Administration Building, Meeting Pavilion and Warehouse Building.

28 6. On or about March 30, 2015, Respondent entered into a contract with

1 Monrad Engineering for engineering services for Coolidge Unified School District West
2 Elementary School's Administration and Lounge Buildings Renovation.

3 7. On or about March 31, 2015, Respondent entered into an agreement with
4 Monrad Engineering for engineering services on Coolidge Art Glass Studio.

5 8. On or about June 30, 2015, Respondent entered into an agreement with
6 Monrad Engineering for engineering services for the University of Arizona Park Student
7 Union – Denny's Kitchen project.

8 9. On or about July 20, 2016, Board staff received a complaint alleging that
9 Respondent and Respondent Firm failed to pay a collaborating registered professional
10 within 7 days after the Respondents received payment from a client on the following
11 projects, Apache Behavioral Health Services, Coolidge Unified School District West
12 Elementary School's Administration and Lounge Buildings Renovation, Coolidge Art
13 Glass Studio and the University of Arizona Park Student Union – Denny's Kitchen. It
14 was also alleged that Respondent firm engaged in the practice of a Board regulated
15 profession without firm registration with the Board on the aforementioned projects.

16 10. As of August 17, 2016, Respondents had been paid for the Apache
17 Behavioral Health Services projects, totaling \$328,355.00. Respondent failed to pay
18 Monrad Engineering \$21,636 for professional services provided to Respondent.

19 11. As of March 2, 2016, Respondent has been paid for the Coolidge Unified
20 School District West Elementary School's Administration and Lounge Buildings
21 Renovation project totaling \$99,180.00. Respondent failed to pay Monrad Engineering
22 \$420.00 for professional services provided to Respondent.

23 12. As of February 19, 2016, Respondent has been paid for the University of
24 Arizona Park Student Union – Denny's Kitchen project totaling \$20,595.00. Respondent
25 failed to pay Monrad Engineering \$1,292.00 for professional services provided to
26 Respondent.

27 **CONCLUSIONS OF LAW**

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

1 firm complete all terms of this Order prior to the six (6) month stayed
2 suspension/probation period, Respondents may seek an early termination of this Order by
3 requesting a formal review by the Board.

4 3. PAYMENTS TO A COLLABORATING PROFESSIONAL. Within six
5 (6) months, Respondent shall pay Monrad Engineering for their engineering services in
6 the amount of Twenty-Three Thousand Three Hundred Forty-Eight Dollars (\$23,348.00)
7 by certified check. If Respondents fail to pay Monrad Engineering within six (6) months
8 from the effective date of this Consent Agreement and Order, Respondent's registration
9 and Respondent firm registration shall be suspended until such time as payment is made
10 in full. Within ten (10) days of the payment to Monrad Engineering, Respondent shall
11 provide the Board with written proof that the payments have been made.

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

15 5. ADMINISTRATIVE PENALTY. Within six (6) months from the effective
16 date of this Consent Agreement, Respondent shall pay an administrative penalty of Four
17 Thousand Dollars (\$4000.00) by certified check or money order made payable to the
18 State of Arizona Board of Technical Registration.

19 6. COST OF INVESTIGATION. Within thirty (30) days from the effective
20 date of this Consent Agreement, Respondent shall pay the cost of investigation for these
21 cases to the Board in the amount of One Hundred Ninety-Six Dollars (\$196.00) by
22 certified check or money order made payable to the State of Arizona Board of Technical
23 Registration, according to the provisions of A.R.S. § 32-128(H).

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

28 8. RENEWAL OF REGISTRATION. Respondent shall timely renew his


1 Arizona registration as an Architect and timely pay all required registration fees.

2 9 EFFECTIVE DATE. The effective date of this Consent Agreement is the
3 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
4 effective date is the later of the two dates.

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

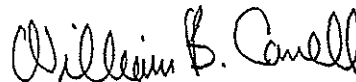
7 11. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
8 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
9 to be heard, may revoke, suspend or take other disciplinary actions against the
10 registration. The issue at such a hearing will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

12 ACCEPTED and ORDERED this 27th day of SEPTEMBER, 2016.

13 

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

18 Consent Agreement and Order, No. P17-014 accepted this 9th day of
19 September, 2016.

20 

21 _____
22 William Carnell, and on behalf of Merry
23 Carnell Schlecht, Inc., Respondents

24 **ORIGINAL** filed this 27 day of
25 SEPTEMBER, 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. 7016 0750 0000 2510 8581 and
First Class mail this 29 day of SEPTEMBER, 2016, to:

William Carnell
Merry Carnell Schlecht, Inc.
1820 E Hampton St
Tucson, AZ 85719

By: *J. Kramer*