

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

<p>In the Matter of:</p> <p>Thomas Reuter Architect Registration No. 53268</p> <p>Design + Partnership Non-Registered Firm</p> <p style="text-align: center;">Respondents</p>	<p style="text-align: center;">Case No. P21-047</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</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, Thomas Reuter (“Respondent”), holder of Registration No. 53268, Design + Partnership (“Respondent Firm”), 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.

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 P21-047 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 Architecture in the State of Arizona.

15 2. Respondent is the holder of Arizona Architect Registration No. 53268.

16 3. Respondent Firm is not registered with the Board.

17 4. Respondent indicated that he completed approximately 10-12 different projects for
18 roughly 3 years under Respondent Firm.

19 5. Respondent stated that he was unaware of needing to register Respondent Firm
20 with the Board.

21 6. Respondent indicated that he stopped using Respondent Firm in 2019 when he
22 became a consultant for another firm.

23 7. Respondent and Respondent Firm was hired by SDB Contracting Services for the
24 Quantum Clean project at 3925 E. Washington St. Suite 100 Phoenix, AZ in or about October
25 2017.

26 8. On or about December 7, 2017, Respondent, Respondent Firm, and Akribis
27 Engineering, LLC entered into a written agreement for Akribis Engineering, LLC to provide
28 electrical and plumbing design services.

1 9. Between October 2017 and February 2018, Respondent and Respondent Firm were
2 paid by SDB Contracting Services for the Quantum Clean project at 3925 E. Washington St. Suite
3 100 Phoenix, AZ.

4 10. On or about October 29, 2020, the Board received a complaint alleging that
5 Respondent failed to pay Akribis Engineering, LLC, the contracted amount of \$3,075.00 for
6 professional engineering services provided on the Quantum Clean Project at 3925 E Washington,
7 St. Suite 100 in Phoenix, Arizona, in 2018.

8 11. Respondent acknowledged that he has not paid Akribis Engineering, LLC for their
9 professional services on the Quantum Clean Project at 3925 E Washington, St. Suite 100 in
10 Phoenix, Arizona, in 2018.

11 **CONCLUSIONS OF LAW**

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

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

16 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
17 pursuant to A.R.S. § 32-121 and A.R.S. § 32-141, in that Respondent Firm practiced or offered to
18 practice a Board regulated profession without Board registration.

19 4. The conduct alleged in the Findings of Fact constitutes grounds for discipline
20 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(4), in that Respondent and
21 failed to comply with state laws and regulations pertaining to his area of practice.

22 **ORDER**

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

25 1. **LETTER OF REPRIMAND.** Respondent is hereby issued a Letter of Reprimand.

26 2. **STAYED SUSPENSION AND PROBATION.** Respondent's registration as
27 Registered Architect, No.53268, shall be suspended for Twelve (12 months); however, the
28 suspension is stayed for as long as Respondent remains in compliance with this Order. During

1 the stay of suspension, Respondent's registration as a Registered Architect is placed on probation
2 for Twelve (12 months). If Respondent is non-compliant with any terms of this Order during the
3 Twelve (12 months) stayed suspension and probation period, the stay of the suspension shall be
4 lifted and Respondent's registration as a Registered Architect shall be automatically suspended
5 without a formal hearing, and remain suspended until Respondent is compliant with all terms of
6 this Order.

7 3. PAYMENTS TO COLLABORATING PROFESSIONAL. Within thirty (30) days
8 from the effective date of this Consent Agreement, Respondent shall pay Charmagne Moran and
9 Akribis Engineering, LLC, for their engineering services in the amount of Three Thousand
10 Seventy Five Dollars (\$3,075.00) by certified check. Within five (5) days of the payment to
11 Charmagne Moran and Akribis Engineering, LLC, Respondent shall provide the Board with
12 written proof that full payment has been made.

13 4. ADMINISTRATIVE PENALTY. Within Twelve (12) months from the effective
14 date of this Consent Agreement, Respondent shall pay an administrative penalty of Two
15 Thousand Dollars (\$2000.00) by certified check or money order made payable to the State of
16 Arizona Board of Technical Registration. Respondent shall make quarterly payments of Five
17 Hundred Dollars (\$500.00)

18 5. COST OF INVESTIGATION. Within thirty (30) days from the effective date of
19 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
20 in the amount of One Hundred Fifty-Seven Dollars (\$157.00) by certified check or money order
21 made payable to the State of Arizona Board of Technical Registration, according to the
22 provisions of A.R.S. § 32-128(H).

23 6. OBEY ALL LAWS. During the probationary period, Respondent shall obey all
24 federal, state and local laws, as well as, all rules governing the practice of Architecture in the
25 State of Arizona. The Board shall consider any violation of this paragraph to be a separate
26 violation of the rules and statutes governing the Arizona Board of Technical Registration. The
27 Board may also consider Respondent's non-compliance with this Order as a separate violation of
28 A.R.S. § 32-150.

1 7. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall timely
2 renew their Arizona registration as an Architect and an Architecture Firm, and timely pay all
3 required registration fees.

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

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

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

13
14 ACCEPTED and ORDERED this 27th day of April, 2021.

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17 Carmen Wyckoff, R.A., Chairperson,
18 Arizona State Board of Technical
19 Registration

20 Consent Agreement and Order, No. P21-047 accepted this 29 day of FEBRUARY, 2021.

21 


22 Thomas Reuter on behalf of himself and on
23 behalf of Design + Partnership, Respondents

24 ORIGINAL filed this 27th day of
25 April, 2021, with:

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

1 **COPY** of the foregoing mailed via Certified Mail
2 No. 92148901943446000000812 and
3 First Class mail this 27th day of April, 2021, to:

4 Thomas Reuter
5 Design + Partnership
6 4579 E Camino de Cancun
7 Tucson, AZ 85718

8 By: 

USPS CERTIFIED MAIL



9214 8901 9434 4600 0000 0812 12

THOMAS REUTER
4579 E CAMINO DE CANCUN
TUCSON, AZ 85718

APR 27 2021

Username: Andrew Puccino (andrew.puccino@azbtr.gov)

Postage: \$6.9500