

OHIO ARCHITECTS BOARD

RECORDED

JAN 19 2011

IN THE MATTER OF:	:	File No. 2011-44
	:	
David H. Blair II, Cert. No. 10592	:	
4742 Tussic Road	:	
Westerville, Ohio 43082	:	

SETTLEMENT AGREEMENT

1. This agreement is made between David H. Blair II, hereinafter ("Respondent") and the Ohio Architects Board, hereinafter ("Board").
2. The above parties hereby stipulate to the jurisdiction of the Board over this matter.
3. The Board enters into this Settlement Agreement in lieu of formal proceedings based upon alleged violations of Ohio Revised Code Sections 4703.15 (A) (3), 4703.15 (A) (5), and Ohio Administrative Code sections 4703-1-01 (C), 4703-3-01 (C), 4703-3-07 (E) (1) and 4703-3-09 (A) as listed in the Notice of Opportunity letter dated December 12, 2011, hereinafter ("Notice"), sent to Respondent by Amy M. Kobe, Executive Director of the Board.
4. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4703 of the Revised Code and the Ohio Administrative Code, whether occurring before or after the effective date of this agreement.
5. The parties agree that the terms of this agreement are a compromise and that the settlement agreement binds the parties hereto, their assigns and successors in interest. This is a disciplinary action that will be a part of Respondent's permanent Board record and is information that is available to the public.
6. As a result of an investigation conducted by the Board, Respondent was notified by Notice of Opportunity that the Board intended to determine whether or not to take disciplinary action against his certificate of qualification to practice architecture. Respondent is alleged to have aided and abetted an unlicensed person in the practice of architecture, stamped construction documents which he did not prepare and did not have professional knowledge or direct supervisory control of, and failed to use a written contract with clients for the Monfort Zwick Orthodontics renovation project in Dublin, Ohio on or about the summer of 2011.

7. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Respondent and the Board hereby agree to the following terms of settlement in Case No. 2011-44:

A. Respondent waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

B. Respondent will pay in full, a monetary fine of **\$3,000 / Three-Thousand Dollars no later than December 12, 2012**. Minimum monthly payments of at least \$250.00 will be permitted, provided they are received on or before the 12th day of each month, with the first payment due on or before January 12, 2012. Check or money order made payable to the "Treasurer, State of Ohio".

C. Respondent will successfully complete the "Professional Conduct" monograph offered by NCARB and provide to the Board a copy of the certificate of completion **no later than February 12, 2012**. (*CE hours awarded will not count towards the mandatory continuing education requirement*).

D. Respondent will accept a three (3) year period of probation on his certificate of qualification to practice architecture in the State of Ohio beginning on the date this agreement is ratified by the Board and signed by the Board's Executive Director.

Respondent agrees that if during his three year period of probation, it appears to the Board that Respondent has been involved in violations of O.R.C. Chapter 4703, or O.A.C. Chapter 4703, in the course of his practice of architecture, his license to practice architecture in the State of Ohio may be automatically suspended by the Board. Respondent knowingly and voluntarily waives his right to appeal this suspension of the Board.

The Board shall notify Respondent of its decision to suspend his license to practice architecture and the specific nature of the charges. Upon receipt of this notice, Respondent may request a hearing regarding the charges and reasons for suspension within fifteen (15) days, and an administrative hearing will be scheduled within forty five (45) days of receipt by the Board of Respondent's request for a hearing. Respondent agrees his license to practice architecture remains suspended until there is a final resolution of the hearing or a settlement is reached between Respondent and the Board.

E. Respondent hereby agrees that he will not aid and abet unlicensed persons in the practice of architecture and that he will not sign or seal construction plans and documents which he did not author and did not have direct professional knowledge and supervisory control of.

F. Respondent hereby agrees that he will use written contracts with his clients for the provision of architecture services.

G. Respondent affirms that he has read and understands the Board's current laws & rules in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. Laws & rules can be found on the Board's website at www.arc.ohio.gov

H. Respondent shall obey all federal, state and local laws and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where he may hold a license to practice architecture. If Respondent is convicted of any criminal offense or violation of law other than a minor misdemeanor offense within the next three (3) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. If Respondent violates any provision of the agreement or fails to abide by the terms or sanctions set forth above, Respondent agrees that the Board may suspend his certificate of qualification to practice architecture until such time as the terms or sanctions of the agreement are fully completed to the satisfaction of the Board.

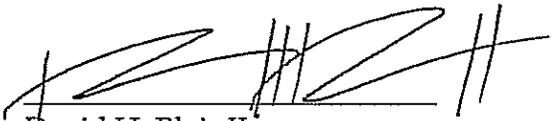
9. It is hereby understood that this agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an agreement on the terms herein, this document shall become null and void and without any force or effect.

10. Respondent waives any and all claims or causes of actions he may have against the Ohio Architects Board and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

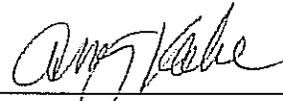
11. This agreement shall be effective on the date it is approved by the Board and signed by the Board's Executive Director.

12. This disciplinary action will be reported to NCARB.

13. This document shall be considered a public record in accordance with Ohio Revised Code Section 149.43.



David H. Blair II
Cert. No. 10592



Amy M. Kobe, CAE, Hon. AIA
Executive Director of the Board

Date: JAN. 11, 2012

Date: 2/10/2012