

**BEFORE THE BOARD OF LICENSURE FOR
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS
FOR THE STATE OF NEW MEXICO**

IN THE MATTER OF:

Case No. BCC-12-21-2022

**BARRETT C. CROOK
License No. PE-25404**

Respondent,

PRE-NCA SETTLEMENT AGREEMENT

WHEREAS, Barrett C. Crook (hereafter, "Respondent") is licensed in New Mexico under the Engineering and Surveying Practice Act, NMSA 1978, §§ 61-23-1 through 61-23-34 ("the Act"), and is subject to the jurisdiction of the New Mexico Board of Licensure for Professional Engineers and Professional Surveyors ("Board"); and

WHEREAS, the Board received information in regard to Respondent's alleged violation of the Act; and

WHEREAS, the Board found sufficient evidence to refer the matter to its administrative prosecutor and requested that a Notice of Contemplated Action ("NCA") be issued against Respondent; and

WHEREAS, Respondent is willing to resolve this matter in an amicable fashion and without the issuance of an NCA, but in the event the Board does not accept the agreement, a NCA will be issued pursuant to the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -37 ("ULA"), which will state that the Board has sufficient evidence which, if not rebutted or satisfactorily explained, would justify the Board taking disciplinary action against Respondent; and

WHEREAS, Respondent is willing to resolve this matter without the need for, and time and expense of, a formal hearing conducted; and

WHEREAS, the Board's administrative prosecutor believes that this proposed Settlement Agreement (the "Agreement") is appropriate and in the best interest of the Board:

THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Jurisdiction:** Respondent is licensed by the Board or otherwise subject to the jurisdiction of the Board and its Professional Engineering and Professional Surveying Committees.
2. **Voluntary Agreement:** Respondent enters into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondent understands that if Respondent rejects this agreement, the Board will conduct a formal evidentiary hearing which could result in the Board imposing discipline that is more severe or less severe than the sanctions imposed herein.
3. **Board Approval:** This Agreement requires Board approval. If the Board rejects this Agreement, the Board may proceed with a full evidentiary hearing as scheduled by the Board in a subsequent notice. The approval shall be effective the date this Agreement is signed by the Board or its designee.
4. **Waivers:** If this Agreement is accepted by the Board, Respondent agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 to -37, including but not limited to the right to an evidentiary hearing, the right to discovery, the right to present evidence, the right to call and cross examine witnesses, and the right to judicial review.
5. **Violations:** Respondent does not admit but acknowledges that there is sufficient evidence for the Board to impose disciplinary action as to the following charges:
 - a) NMSA 1978, § 61-23-27.11(A)(7): Surveying; Violations; Disciplinary Actions; Penalties; Reissuance of Licensees.
 - b) 16.39.7.9(D) NMAC: Violations, 90-day Reporting Requirement.
6. **Sanctions and Conditions:** Respondent agrees to the following disciplinary sanctions and conditions:
 - a. Respondent shall pay to the Board a fine of one thousand dollars (\$1,000.00) to cover the cost of the investigation within sixty (60) days of acceptance of this agreement by the Board.
 - b. Respondent shall notify the Board within 90 days of the imposition of any disciplinary action by any other applicable licensing board.
7. **Non-Compliance:** Respondent understands and agrees that failure to comply with the terms of this Agreement will result in further Board action. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance by Board staff. Upon the filing of a Notice of Non-Compliance, the matter shall be scheduled for the next public meeting of the Board, at which time the Board shall hear from Board staff regarding the alleged non-compliance. Respondent shall have the opportunity to address the allegations or offer any other relevant argument or evidence regarding the reasons for non-compliance. Such argument or

evidence may be provided in writing prior to the meeting or in person at the Board meeting. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondent's alleged failure to comply with the Agreement. Upon finding such violation occurred, the Board may suspend Respondent's license(s), provided that this suspension may only remain in effect until such time as the Respondent has complied with the terms of this agreement, or take other enforcement action as permitted by law. If Respondent's non-compliance constitutes acts that are prohibited under the Board's statute or rules, the Board may also a new disciplinary action and refer that matter for administrative prosecution.

- 8. **Reportable Discipline:** Respondent understands that this Agreement constitutes formal disciplinary action by the Board, and will be reported to the National Council of Examiners for Engineering and Surveying ("NCEES"). Other jurisdictions where Respondent possesses an engineer's or surveyor's license might require Respondent to report this disciplinary action.
- 9. **Public Record:** This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the New Mexico Inspection of Public Records Act ("IPRA"), NMSA 1978, Sections 14-2-1 to -12. The Board may also publish this Agreement or a summary of the Agreement to the public, which may include posting to the Board's website.
- 10. **Compliance:** If Respondent fully complies with the terms and conditions of this Agreement the matter will be concluded. Respondent agrees to otherwise comply with the Engineering and Surveying Practice Act and acknowledges that any separate violation of the Act or Board Rules adopted pursuant to the Act may result in separate disciplinary charges and action by the Board.

Respondent understands and has read this document and hereby agrees to the terms of this Agreement freely and voluntarily. Respondent understands that by entering into this Agreement Respondent is giving up Respondent's rights under the Uniform Licensing Act, including the right to an evidentiary hearing on the merits of the alleged violations.

Respondent understands that if the Board accepts this Agreement, Respondent is required to comply with the terms stated herein, and that failure to comply with the Agreement may subject Respondent to further discipline.

Respondent knowingly, intentionally and voluntarily enters into and executes this pre-NCA Settlement Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.

[Redacted Signature]

Barrett C. Crook, Respondent

12/9/2023

Date

Respondent's Attorney, if any

Date



ORDER

This Settlement Agreement is not valid unless it is accepted by vote of the Board. Having come before the Board during a properly scheduled public meeting, with a quorum present and majority voting in the affirmative, this Settlement Agreement is:

 X **ACCEPTED**

 REJECTED

IT IS SO ORDERED.



Elizabeth McNally, P.E., Chair
New Mexico Board of Licensure for
Professional Engineers and Professional Surveyors

9/16/2024

Date

CERTIFICATE OF SERVICE

I, Jessie James, **HEREBY CERTIFY** that a true and correct copy of the foregoing ***Pre-Notice of Contemplated Action for Self-Report Case BCC-12-21-2022*** was mailed to the Respondent on September 17, 2024, via certified mail, return receipt requested, to Respondent's last address of record:

Barrett C. Crook
2036 Creek Road
Kitty Hawk, NC 27949



Jessie James, Compliance Officer
New Mexico Board of Licensure for
Professional Engineers and Professional Surveyors
P.O. Box 1967
Santa Fe, New Mexico 87504

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