

# DONALD E. YATES, ESQ.

611 EATON STREET

KEY WEST, FL 33040

(305) 296-2261

[DYATESPA@DYATESPA.COM](mailto:DYATESPA@DYATESPA.COM)

3 JULY 2019



# DONALD E. YATES

611 Eaton Drive, Key West, Florida 33040

305-296-2261

[dyatespa@dyatespa.com](mailto:dyatespa@dyatespa.com)

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## PROFILE AND STATEMENT

Good day,

I have been licensed to practice law in the State of Florida since 1985, in the State of Colorado since 1994 and have resided in Key West and Monroe County since 1987. I am a Florida Bar member in good standing since 1985 with no disciplinary actions or disbarment in any state.

The Supreme Court of Florida certified me as a Mediator in Circuit and County Court in 1993, in Family Court in 1998, as an Arbitrator in 1995 and as a Residential Foreclosure Mediator in 2010. My mediation and arbitration experience has involved every facet of the law except criminal and domestic violence (which do not allow for mediation).

Throughout my legal career I have been involved in all areas of the law including real estate from sale and purchase to complete project development. This necessarily includes every phase of code compliance. Additionally, I have represented countless individuals, businesses and corporations in the operation of their personal and business affairs, many of which required navigation and help within the Key West Code of Ordinances to make sure they comply with the Key West Code. Unfortunately, practicing law involves litigation. I have represented many clients in all aspects of the litigation experience, and have always strived to meet my clients needs and to work positively with my clients opposition to reach a resolution acceptable to all parties. As a result I have developed and built a positive, honest and trusted relationship with my clients, peers and opposition.

My practice has included many years being alternate Code Compliance Special Magistrate as well as even more years as Special Magistrate for the Circuit Court of the 16<sup>th</sup> Judicial Circuit. Duties in the Circuit Court have included hearings and trials involving civil litigation (including

foreclosure, real estate, contracts, and many other issues), probate and family law. My duties as the family law magistrate included a docket of approximately 110-140 cases per month over 2 days which also includes trials and evidentiary hearings. The Circuit Court Special Magistrate monthly duties would include additional days as the budget allows.

Unfortunately, I do not know the specific time frame for any services provided a Special Magistrate for the City of Key West or for the 16<sup>th</sup> Judicial Circuit. These service time frames are not ones of which I keep track, but I served the 16<sup>th</sup> Judicial Circuit for at least seventeen (17) years and the City of Key West for several years but a shorter time frame and with less frequency. My time serving in these judicial and quasi-judicial capacities as well as my private practice have allowed me to develop a judicial temperament that is respectful and understanding, yet firm. I do and shall use these skills in understanding the required procedure, the issue(s), and the position(s) of opposing parties to reach a competent, reasonable resolution as quickly and as expediently as possible.

I have not had any specific "training" in legal areas involving local government, but I believe my years of experience, including my last four (4) years as the Code Compliance Special Magistrate, vast judicial experience allow me to fill the City of Key West requirements and demands for this Special Magistrate position.

I declare and agree to abide by all specifications and provisions, terms and conditions and all ordinances and policies of the City of Key West. If I am awarded the contract I will perform the work in accordance with the provisions, terms and conditions of the contract.

# **DONALD E. YATES**

611 Eaton Street, Key West, Florida 33040

305-296-2261

dyatespa@dyatespa.com

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## **EDUCATION**

- Florida State University – B.S., 1978
- Mercer University – J.D., 1984

## **PROFESSIONAL**

- Admitted to Florida Bar in 1985 and Colorado Bar in 1994.
- 1985 to 1987 - civil litigation practiced in Jacksonville, Florida.
- 1987 to present – civil, criminal and mediation practiced in Key West, Florida.
- 1993 to present – Florida Supreme Court certified mediator for Circuit and County Court (1993), Family (1998), Arbitrator (1995), Residential Mortgage Foreclosure (RMF) Mediator (2010).
- 2000 to 2017 – Special Master for the 16<sup>th</sup> Judicial Circuit for the State of Florida including civil, probate and family.
- 2000 to 2002 – Florida Bar Grievance Committee, review and make recommendations on the ethical conduct of attorneys accused of ethics violations in Monroe County, Florida.
- 2003 to 2014 – Judicial Nomination Committee charged with evaluating candidates for gubernatorial appointment when a vacancy occurs on the judicial bench. Report directly to the Governor of the State of Florida.
- 2015 to present – City of Key West Code Compliance Special Magistrate.
- 2018 to present – Florida Bar Unauthorized Practice Law Committee.

## **PERSONAL**

- Monroe County resident since 1987 and South Florida resident since 1958.
- Married to Captain Kathryn Yates USN (Ret) 1979 graduate of Georgia Southern University, Mercer University, J.D. 1984.
- Board of Directors (Executive Committee) representative for the Monroe Regional Advisory Committee to Legal Services of Greater Miami (LSGMI).
- Board of Directors Schooner Western Union.

## **HOBBIES**

- College football officiating, fishing, diving, and all outdoor activities.

## **PROPOSED FEE ARRANGEMENT**

### **Special Magistrate**

One Thousand, Four Hundred Dollars (\$1,400.00) per day for regularly scheduled monthly code hearing days and dates and any specially set code hearing days and dates. This would include all preparation required for any and all hearings.

Four Hundred Dollars (\$400.00) per hour for additional time requirements outside of the regularly scheduled hearing dates or specially set hearing dates with a one (1) hour minimum.

Three Hundred Fifty Dollars (\$350.00) per hour for additional time that is scheduled for longer than two (2) hours in length.

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida )  
COUNTY OF Monroe ) : SS

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: D.E. Yates

Sworn and subscribed before me this 3 day of July, 2019.

MT Robertson  
NOTARY PUBLIC, State of Florida at Large



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

My Commission Expires:  
9 Dec 2019

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Law Offices of Donald E. Yates P.A. Phone: 305-296-2261

Current Local Address:  
(P.O. Box numbers may not be used to establish status)

Fax: N/A

Length of time at this address: 1997

Signature of Authorized Representative

Date: 03 July 19

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 3 day of July, 2019.

By Donald E. Yates  
(Name of officer or agent, title of officer or agent)

of Law Offices of Donald E. Yates, P.A.  
(Name of corporation acknowledging)

or has produced identification D.L. as identification  
(Type of identification)



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
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Signature of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for Code Enforcement  
Special Magistrate

2. This sworn statement is submitted by Donald E. Yates PA.  
(Name of entity submitting sworn statement)

whose business address is 611 Eaton St  
Key West FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is

65-0465241

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement)

3. My name is DE Yates  
(Please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means



- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

*DE Yates*  
*03 July 19*

STATE OF Florida

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Donald E. Yates who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 3 day of July, 2019.

My commission expires:  
9 Dec 2019

*M. Robertson*  
NOTARY PUBLIC



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a conflict has been fully disclosed.

Additionally the firm, (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Law Offices of Donald E. Yates P.A.  
Firm

[Signature]  
Signature

03 July 19  
Date

Yates, DONALD E.  
Name Printed

President  
Title of Person Signing Affidavit

State of Florida,

County of Monroe,

SUBSCRIBED AND SWORN to before me this 3 day of July, 2019 by Donald E. Yates who is personally known to me to be the President for the Firm, OR who produced the following identification \_\_\_\_\_

[Signature]  
Notary Public

My Commission expires 9 Dec 2019



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Law Offices of Donald E. Yates P.A. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

Sworn and subscribed before me this

3 Day of July, 2019.  
Mayed T. Robertson



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9 Dec 2019

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )  
 : SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: \_\_\_\_\_

*[Signature]* Pres

Sworn and subscribed before me this

3 Day of July, 2019.

*[Signature]*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9 Dec 2019



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA )

SS COUNTY OF MONROE )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: *TE Yato* *Pms*

Sworn and subscribed before me this

3 day of July, 2019.

*W. H. Y*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9 Dec 2019



Mayed T. Robertson  
Commission # FF942605  
Expires: December 9, 2019  
Bonded thru Aaron Notary

## INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Low Offices of Donald E Yates SEAL:

PA  
611 Eaton St Key West FL 33040  
Address

[Signature]  
Signature

Yates, Donald E.  
Print Name

President  
Title

DATE: 3 July 2019