

29 March 2022

Rev 2

Ms. Patti McLauchlin
Key West City Manager
1300 White Street
Key West, FL 33040
(305) 809-3944

SUBJECT: Request for Hardship Transfer of LIC2020-000692 to Ms. Yafa Shem Tov

Ms. McLauchlin,

I am writing you to request a hardship transfer of my mobile vendor's license LIC2020-000692 IAW Chap 18 Article VI, Sec 18-325(d) of the Key West Code of Ordinances to Ms. Yafa Shem Tov. I have had my mobile vendor's license since 2020 and during this time have made a substantial investment in both time and money. However, recently I have experienced a significant financial setback that has dramatically affected my family.

To start at the beginning, after securing a mobile vending license I was ecstatic. The license was key to allowing my business idea to flourish as I saw it as both a business and a way to maintain my health in the process with the use of the Cargo Bike. I started researching cargo bikes and came across several viable options. After about 40 hours of research, I decided on the Velove Armadillo Electric Cargo Bike which retailed for just over \$10k fully loaded. This bike is absolutely amazing!

I was going to convert the cargo container that fits this bike into a refrigerated unit powered by a solar generator and solar panels on top of the cargo containers. After scouting the market for companies that could assist with this process, I decided to do the work myself. After drafting the design of the cargo container, I purchased a portable EcoFlow solar generator and four foldable water-resistant Solar Panels for \$2682.11 and constructed a solar deck with mounting hardware that could be easily affixed to the cargo container. Prior to this endeavor I initially purchased the bike and container itself as well which was on schedule to be constructed in Denmark and delivered mid-2021 however, shipments of these bikes were delayed due to worker shortages that apparently affected both the company as well as the Danish customs. This was the first setback, resulting in a delay to getting the business up and running. There was no indication that the shipping delays/restrictions would be lifted anytime soon, so after hours of negotiation and frustration revolving around contractual obligations, I ended up receiving a refund of the

bike's purchase price around April 2021. My intent was to attempt the purchase again once everything was back to normal again when ever that would be.

During this waiting period, I worked with my wife, Natalie Hill, to setup a separate company that would work in conjunction with the mobile vending company. Our business plan involved selling only pre-packaged baked goods, snacks, treats, along with other retail sale items per the definition of "Goods" in Sec 18-287. My wife setup a company called Keys Confections to trial which items would sell the best in the Key West market. She trialed items at the Sunset Celebration after she and my daughter went before the Sunset Celebration committee to get permission to operate at that location. The plan was for her to sell her items at the Sunset Celebration and then convert her business structure from a Cottage Food to an FDA regulated business operating from a local Key West commercial kitchen through Destination Catering. After this conversion was done, she could then supply my cart for as prepacked "retail" goods while also working the Sunset Celebrations.

Everything seemed to be running as planned until I was faced with a no-win situation. Until I could get the businesses up and running, my income and livelihood depended on me serving as Chief of Contracting for Joint Interagency Task Force South (JIATFS) located in Key West Florida. By working for JIATFS our family was permitted use of base housing at a rate significantly less than the Key West market rate. However, the passing of Florida Statute 381.00317 on Nov 17th, 2021, resulted in a Catch-22 situation for me as the Chief of Contracting which resulted in the hardship that my family is now experiencing.

As the Chief of Contracting, I was over about 100 different contractors that worked for the JIATF-S command. These contractors all had residences in the local area and came from a wide variety of different backgrounds, religions, and creeds. The command was pushing for me to modify all my contracts to mandate the COVID shots. As you are probably aware, if a federal contractor failed to take the COVID shot they were to be terminated. There was talk of both medical and religious accommodations however none of these were granted by JIATF-S or by any branch of the DoD to my knowledge. I had private meetings with many different individuals who decided to decline the shots for medical or religious reasons. They were all very concerned that they would have to uproot their families if the mandates went into effect for them. No less than seven different Key West families would be uprooted if I modified the contracts. So, with good reason, I did legal research into the validity of the mandates and discovered no legal basis existed for implementation (Note, that was the same finding that numerous courts have come to including the US Court of Appeals). As I worried for the families that would be impacted, I voiced my concerns to senior leadership and those concerns fell on deaf ears.

When Florida Statute 381.00317 passed, I started getting calls from the CEO's and Presidents of the companies that I had contracts with. One of the main issues was that the Government mandated that face masks (ie personal protective equipment) as well as the shot must have been administered prior to entry into the command. However, based on Florida Statute 381.00317, only one of these was required and an employer that violated the rules was faced with either a \$10,000 or a \$50,000 fine per violation depending on if they had 100 employees or not. Once I modified the contracts, any of the contractor employees (even those that took the COVID shots) could then individually file against their respective companies because they would still have to wear masks. A couple of the heads of these companies weren't thrilled about this predicament and threatened legal action against me.

This left me in a Catch-22 position as I, warranted Contracting Officer, was personally liable for my contracts. Contracting Officers are one of the very few positions in the Government that hold fiduciary responsibility. This means that I could be individually responsible for any action that I take that can reasonably be seen as improper. From consultation with an attorney, it meant that I could probably be sued as a separate party. Many of the employees knew of the new Florida law and had apparently threatened action against their respective companies. In turn, the companies threatened legal action against me if the clauses were implemented. Meanwhile the JIATF-S Chief of Staff was pressuring me to go forward with the modifications to insert the clauses mandating the COVID shots that I had already determined were not grounded in any legal authority. In short: Failure to implement the COVID mandates via contract modification meant losing my job; implementation of the COVID mandates via contract modification meant possibly lengthy legal battles (if the contractors followed through on their threats) due to the repercussions of fines imposed under Florida statute. Either way, any action I took left me in a perilous situation.

When it came down to it, I decided to look at it from a moral perspective. Should seven families be uprooted or only one? From that perspective it was simple... just one. That one was my own as either way I would face a hardship. Based on the decision to not implement the modifications I ended up losing both my income as well as my family's base housing which caused a significant financial setback. As my wife could neither take over the apartment on base nor afford a Key West apartment outside of the base on her income alone, she also was forced to give up her position at JIATF-S as well. This equated to our total family income dropping from \$170,097 per year to \$0. By Dec 31st, 2021, my family had to depart the JIATFS Truman Annex base as our lease was up and we could not renew it. By Jan 2022 my wife and son had moved in with her parents and I was bouncing around searching for a new position. By Feb 2022 I had started a full time telework job at \$90,000 per year which was 26.5% less than the \$122,491 that I was making prior and 47% less than our previous total family income as my wife has not found a new position to date. This amounted to a significant financial setback for my family.

Due to these unfortunate circumstances coupled with a significant increase in housing costs in the Key West area we can no longer afford to live in the Key West area. Rental rates in the area have sky-rocketed and based on our current family income, we simply can't afford even the reduced rates that base housing offered. Therefore, I humbly ask that you permit a hardship transfer for my mobile vending license.

The below signature indicates that this document is accurate, and its contents are true:



Richard P. Hill

3-29-2022
Date

Mobile Vendor's License # LIC2020-000692

RichardHill2648@yahoo.com

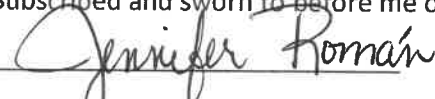
(314) 315-6546

**ARKANSAS NOTARIAL CERTIFICATE
(JURAT)**

State of Arkansas

County of Washington

Subscribed and sworn to before me on this 29th day of March, 20 22.



(Seal)

Signature of Notary Public

My Commission Expires: 10-30-2029

JENNIFER ROMAN
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires October 30, 2029
Commission # 12709080