

I've been informed that under the City of Irvine's Declaration of Emergency, the Director of Emergency Operations can enter into any agreement with any company he wants, and make any purchase he deems necessary for the duration of the emergency.

This simply is not the case.

Division of 9 of Irvine City Code Title 4 covers emergency services. In defining the Powers and duties of the Director and Assistant Director of Emergency Services, Sec. 4-9-107 paragraph 6(b) empowers them to:

“obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use”

Purchasing tangible resources is a far cry from entering into contracts with others parties to provide services that the city has never provided in the past. Furthermore, regarding emergency expenditures Sec. 4-9-110 holds that:

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Irvine.

Since there have been no COVID-19 related deaths in Irvine, there is reason to question whether the testing plan being promoted meets the standard for “protection of life,” or for “direct protection” at all. And certainly, given the substantial amount of time that Councilmember Carroll himself claims to have put-in on vetting US Health Fairs, it remains a mystery why some of that time wasn't spent drawing up a legal, enforceable contract.

To be clear, the concern here isn't that the City wants to offer an accessible testing option for its workers and residents. The concern is that the City won't hold their service partner accountable for how those tests are administered; where those tests are sent for analysis; how long it will take for residents to get their results; what residents are told about the testing process before, during, and after the sample is collected; the security of the server being used to register for testing; the names of any subcontractors that are part of this agreement; the insurance billing process; I could go on...

Already we know that this company has not been able to meet its testing turn-around time for results in the City of Carson, a city that is one-third the size of Irvine. We also know that US Health Fairs lost registration and testing information from residents—information that included personally identifying information—and that residents had no recourse unless they provided their information to the company again.

We also know that the US Health Fairs uses self-administered tests, where the resident swabs their throat or nasal cavity themselves. Will our residents be informed those tests should be used only when someone is currently experiencing COVID-19 symptoms, lives in or recently traveled to an area with an ongoing spread of COVID-19, or has been in close contact with a person known to have COVID-19? And will they be informed that the reliability of their test results is only as good as their untrained swabbing and sample-gathering skills?

When voters elect their city council representatives, they do so with the expectation that the elected officials will hold themselves accountable to the same laws and good sense of any responsible citizen. Violating city procurement codes and neglecting to secure a sensible contract with a service provider fails the standards of good judgement and of good governance. The residents of Irvine deserve better.