

**SIDE LETTER OF AGREEMENT BETWEEN
CITY OF FOUNTAIN VALLEY AND
INDIVIDUALLY REPRESENTED BATTALION AND DIVISION CHIEFS**

This Side Letter of Agreement (“Agreement”) is made and entered into on February 10, 2026 by and between the CITY OF FOUNTAIN VALLEY (“City”) and the INDIVIDUALLY REPRESENTED BATTALION AND DIVISION CHIEFS (collectively, “Parties”) with respect to the physical fitness program and annual health evaluation.

Recitals

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) covering wages, hours, and other terms and conditions of employment effective July 1, 2024, through June 30, 2027; and

WHEREAS, Article 11.02 of the MOU addresses the Physical Fitness Program and Annual Health Evaluations applicable to bargaining unit members; and

WHEREAS, the Parties desire to clarify and update the MOU language governing health and fitness evaluations ensuring consistency with current best practices, confidentiality requirements and applicable state and federal laws; and

WHEREAS, the Parties further recognize that the scope of the Health Evaluations program must be administered within the limits of funding approved by the City Council through the adopted budget; and

WHEREAS, the Parties have met and conferred in good faith and wish to memorialize their mutual understanding regarding the application of Article 11 through this Side Letter Agreement;

NOW, THEREFORE, the Parties hereby agree that effective February 10, 2026, the MOU shall be amended as follows:

ARTICLE 11 – PHYSICAL FITNESS PROGRAM AND HEALTH EVALUATIONS

Section 11.02 – Health Evaluations. The purpose of annual health evaluations is to provide Individually Represented Battalion and Division Chiefs with consistent preventive medical care in order to monitor and support their overall health and wellness throughout their careers. The City of Fountain Valley shall contract with a qualified healthcare provider to conduct annual health and fitness evaluations and shall bear the full cost of such evaluations, not to exceed council-approved budget.

- A. Confidentiality of Medical Information. All results of health and fitness evaluations shall be confidential medical records. Medical information shall not be released, disclosed, or made accessible to the City, the Fire Department, or any third party without the employee's prior written authorization, except as required by law. The City shall only be entitled to receive documentation confirming the employee's ability to safely wear a respirator as required by OSHA, without disclosure of underlying medical details.
- B. Wellness Program for Public Safety Personnel. The City's Qualified Health Provider will provide:
- a. Comprehensive fitness assessment and individualized fitness profile.
 - b. Blood chemistry panel for general health and coronary risk screening.
- C. Health Evaluation Components. The following items are examples of health screening procedures that may be offered as part of the annual health evaluation. This list is intended as a guideline and is not exhaustive, in order to allow for best medical practices to evolve. The designated provider shall administer the OSHA respirator medical evaluation questionnaire, which shall be the only mandatory annual component.
- a. Physician examination
 - b. Chest or lung imaging
 - c. Cardiac stress testing and EKG review
 - d. Blood work, including but not limited to comprehensive metabolic panel, lipid and cardiovascular risk profile, hepatitis screening, HIV screening, heavy metals screening, hormone testing, and cancer screening.
 - e. Review of laboratory results with a physician
 - f. Pulmonary function testing
 - g. Audiometric (hearing) testing
 - h. Vision testing

All evaluation components other than the OSHA respirator medical evaluation questionnaire shall be voluntary. An employee's decision to decline any voluntary component shall not result in discipline, adverse employment action, loss of benefits, or a fitness-for-duty determination.

- D. Individually Represented Battalion and Division Chiefs shall attend the health evaluations while on duty. Attendance at the health evaluations off duty may occur with mutual agreement and pre-approved authorization from the Fire Chief.

IN WITNESS WHEREOF, the Parties have executed this Agreement to the Memorandum of Understanding on February 10, 2026.

[signatures on following page]

**FOR THE CITY
OF FOUNTAIN VALLEY**


Maggie Le (Feb 11, 2026 00:45:42 PST)

Maggie Le, City Manager

**FOR THE INDIVIDUALLY REPRESENTED
BATTALION AND DIVISION CHIEFS**

Matthew Barr
Matthew Barr (Feb 11, 2026 16:51:32 PST)

Matt Barr

David Dukellis

David Dukellis

Tim Saiki

Tim Saiki

Date: February 10, 2026

Date: February 10, 2026

Individually Rep BC_DCs - Side Letter Agreement Medical Examinations, Final

Final Audit Report

2026-02-12

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