

**SIDE LETTER OF AGREEMENT BETWEEN  
CITY OF FOUNTAIN VALLEY AND  
FOUNTAIN VALLEY FIREFIGHTERS' ASSOCIATION IAFF LOCAL 4530**

This Side Letter of Agreement ("Agreement") is made and entered into on January 28, 2026, by and between the CITY OF FOUNTAIN VALLEY ("City") and the FOUNTAIN VALLEY FIREFIGHTERS' ASSOCIATION ("Association") (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 14 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 14 through this Side Letter Agreement;

**NOW, THEREFORE**, the Parties hereby agree that effective January 28, 2026, the MOU shall be amended as follows:

**ARTICLE 14 – PHYSICAL FITNESS PROGRAM AND HEALTH EVALUATIONS**

**Section 14.01 – Physical Fitness Program.** The City and FVFA IAFF Local 4530 agree to continue the Physical Fitness Program, in order to ensure the fitness of all sworn, non-management fire employees to reduce the chances of injury or illness, and to monitor the physical condition of fire personnel on a regular basis. All sworn, non-management fire employees may participate in the Physical Fitness Program, unless excused for medical or other approved reasons.

**Section 14.02 – Physical Fitness Standards.** Physical fitness standards for sworn, non-management fire employees are contained in the Physical Fitness Program, which is attached as (Exhibit 1) to this MOU. The City agrees to provide a specified amount of time, whenever practical, for employees to participate in approved physical fitness activities during their assigned shift. Normally, this shall be at the beginning of the shift.

**Section 14.03 – Health Evaluations.** The purpose of annual health evaluations is to provide sworn, non-management fire employees 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. 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.
  - 1. Physician examination
  - 2. Chest or lung imaging
  - 3. Cardiac stress testing and EKG review
  - 4. 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.
  - 5. Review of laboratory results with a physician

6. Pulmonary function testing
7. Audiometric (hearing) testing
8. 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.

- C. Scheduling and Duty Status. Sworn, non-management fire employees shall attend health evaluations while on duty whenever practicable. Attendance at health evaluations off duty may occur with mutual agreement and pre-approved authorization from the Fire Chief or designee.

**Section 14.04 – Physical Fitness/Wellness Program.** The physical fitness/wellness program shall involve the following elements:

- A. Performance testing shall be carried out semi-annually, with the process being presided over by a representative from the FVFA IAFF Local 4530.
- B. Performance testing standards shall be calibrated according to the age of the candidates as specified in Exhibit 1.
- C. Performance testing shall be conducted while the sworn, non-management fire employee is on duty.
- D. Eligible personnel who have previously met all performance standards and are unable to re-qualify due to an injury or illness shall continue to receive wellness pay subject to the determination of the Fire Chief or designee that the person is unable to participate in the performance test. However, said personnel shall be required to submit to a performance test as soon as they are released to full duty.
- E. Eligible personnel who fail any or all standards of the performance testing process shall be given the opportunity to retest within thirty (30) days of the failure.

IN WITNESS WHEREOF, the Parties have executed this Agreement to the Memorandum of Understanding on January 28, 2026.

[signatures on following page]

**FOR THE CITY  
OF FOUNTAIN VALLEY**

  
Maggie Le (Jan 28, 2026 15:18:43 PST)  
\_\_\_\_\_  
Maggie Le, City Manager

28/01/2026  
Date: \_\_\_\_\_

**FOR THE FOUNTAIN VALLEY  
FIREFIGHTERS' ASSOCIATION**

  
Russell Martin (Jan 28, 2026 15:14:54 PST)  
\_\_\_\_\_  
Russell Martin, President

28/01/2026  
Date: \_\_\_\_\_

# FVFA - Side Letter Agreement Medical Examinations Final

Final Audit Report

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