



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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BOARD OF SUPERVISORS

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July 14, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF SOLE SOURCE CONTRACT WITH THE GOVERNMENT OF QUEBEC FOR THE LEASE OF SUPERSCOOPER AIRCRAFT (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with the Government of Quebec, acting through its Minister of Transport for Service Aerien Gouvernemental (SAG), for the lease of two CL-415 SuperScooper Air Tankers (SuperScoopers) to aid the District with wildland fire suppression activities.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Enclosure A) between the District and SAG for the lease of two SuperScoopers.
2. Authorize the maximum contract sum of \$41.25 million for the five-year contract. The maximum contract sum is comprised of (a) base contract aggregate sum of \$37.5 million; and (b) ten percent annual contingency aggregate sum of \$3.75 million. The maximum contract sum represents the total contract cost based on the District's budget for this lease, plus an additional ten percent annual contingency for any emergent or additional services. Contract expenditures are as follows:

Year 1 at \$7,500,000 (10% contingency of \$750,000)
Year 2 at \$7,500,000 (10% contingency of \$750,000)
Year 3 at \$7,500,000 (10% contingency of \$750,000)
Year 4 at \$7,500,000 (10% contingency of \$750,000)

Year 5 at \$7,500,000 (10% contingency of \$750,000)

3. Delegate authority to the Fire Chief, or his designee, to execute the annual lease agreement (Enclosure B) for each of the five years, based on the availability of funding.
4. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, and in accordance with the approved contract terms and conditions.
5. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the District to continue a renewable annual lease agreement with SAG that enhances the District's ability to provide wildfire suppression services during the critical months of LA County's wildfire season. The SuperScoopers are used for water dropping operations and can scoop up to 1,600 gallons of water in 12 seconds from nearby lakes or the ocean, thereby providing rapid, continuous water drops. The proposed sole source contract is essential to the District's operations and it ensures that maximum resources are available for emergency responses during the fire season.

The purpose of the contract with SAG is to ensure the SuperScoopers are committed exclusively to the protection of Los Angeles County. The District may allow the aircraft to be used in other jurisdictions to eliminate a threat; however, the District will always maintain full control of the SuperScoopers in the event they are needed in Los Angeles County.

The annual lease agreement includes the lease of the SuperScoopers along with the aircrafts' captains and co-pilots. SAG also provides a maintenance program that is "carded and certified" by the California Department of Forestry and Fire Protection (CAL FIRE).

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes – Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The maximum contract sum is \$41.25 million for the five-year contract term. Sufficient funding is available in the District's Fiscal Year 2026-2027 Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services throughout the duration of this contract and there is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract these services pursuant to California Health and Safety Code Section 13861. The District and SAG have negotiated an annual lease agreement that allows the

District to determine when conditions require the use of the SuperScoopers. Each year the District will review wildland firefighting requirements prior to executing the annual lease. The District is not obligated to lease the SuperScoopers if not necessitated by fire conditions.

The mutually executed annual lease agreement will stipulate the start date of the annual lease and SAG shall have its air tankers and personnel arrive in time to begin daily deployment at Van Nuys Airport on that date. The annual lease period can be extended upon five days written notice to SAG from the District. Extensions must be a minimum of five days but can be longer based on District needs. Unless extended, the annual lease period will automatically terminate after the initial lease period has been completed. Annual lease rates may be adjusted by SAG according to the Consumer Price Index (CPI) of Quebec for the preceding year.

ENVIRONMENTAL DOCUMENTATION

The services provided through this proposed contract will not have a significant effect on the environment; and therefore, the contract is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On January 22, 2026, the District notified your Board of its intent to enter into negotiations with SAG for a new sole source contract and on January 26, 2026, the District posted the sole source public notice on the County's WebVen, both actions in accordance with and pursuant to Board policy 5.100, Sole Source Contracts. The Sole Source Checklist (Enclosure C) was approved by the Chief Executive Office (CEO) on April 15, 2026.

The District and SAG completed contract negotiations and agreed to the terms and conditions as described in the attached contract and annual lease agreement. The contract has been approved and signed by County Counsel in both French and English. The contract stipulates that in the event of any conflict of interpretation, the English version of the contract will prevail.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The District currently leases SuperScoopers from SAG through a sole source contract approved by your Board in 2021, which is due to expire on July 15, 2026. Approval of this contract will allow for continued enhancement to the District's operations and its ability to protect lives, the environment, and property in a safe, efficient, and cost-effective manner.

The SuperScoopers play a critical role and enhance the District's fire suppression capabilities during the critical months of LA County's wildfire season. SAG will be entering its 33rd year of service in Los Angeles County, during which they have provided superior performances during many challenging fire seasons. SAG's flight crews are vastly familiar with Los Angeles County topography, water scoop locations and the policies and procedures that are inherent to the District's aerial firefighting model.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Jasmine Anderson, Administrative Services Manager II
1320 N. Eastern Ave.
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is written in a cursive style with a large initial 'A' and a long, sweeping tail.

ANTHONY C. MARRONE
FIRE CHIEF

ACM:cs

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

AGREEMENT

BY AND BETWEEN

**THE GOUVERNEMENT DU QUÉBEC
MINISTER OF TRANSPORT
SERVICE AERIEN GOUVERNEMENTAL**

AND

**THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS
ANGELES COUNTY**

FOR

**THE LEASE OF SERVICES AND CL-415 AMPHIBIOUS AIR
TANKERS FOR FIREFIGHTING MISSIONS**

AGREEMENT BY AND BETWEEN

**THE GOUVERNEMENT DU QUÉBEC,
MINISTÈRE DES TRANSPORTS ET DE LA MOBILITÉ DURABLE,
SERVICE AÉRIEN GOUVERNEMENTAL**

AND

**THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOSANGELES COUNTY**

**FOR THE LEASE OF SERVICES AND CL-415 AMPHIBIOUS AIR
TANKERS FOR FIREFIGHTING MISSIONS**

2026-2031

THIS AGREEMENT is made and entered into on this _____ 2026.

BETWEEN

GOUVERNEMENT DU QUÉBEC, located at l'Hôtel du Parlement, Quebec city, province of Quebec, G1A 1A4, herein represented by The Minister of Transport for Service Aérien Gouvernemental (SAG) under the signature of the delegate Marc Croteau enabled by the Act respecting the ministère des Transports (Chapter M-28) and its instrument, specifically the Regulation authorizing the signing by a functionary of certain deeds, documents and writings of the ministère des Transports et de la Mobilité durable (Chapter M-28, r. 5).

(hereinafter referred to as SAG)

AND

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, a special district established under the laws of the State of California, United States of America

(hereinafter referred to as "District")

(hereinafter may be individually designated as the "party" and "parties".)

WHEREAS SAG owns and possesses CL-415 air tankers that are configured and operated to fight forest fires; and

WHEREAS, SAG employs specialized personnel to operate and maintain its air tankers; and

WHEREAS, District desires to establish a five (5) year agreement to secure air tankers with firefighting capabilities for wildland fires on an as-needed basis; and

WHEREAS, SAG is willing to lease the services of its personnel and its air tankers to the District on a cost recovery basis; and

WHEREAS, SAG and District mutually agree that the attached sample annual Lease Agreement (Exhibit "B") of the CL-415, with operating maintenance personnel, shall be incorporated in the agreement by this reference; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, the parties hereby promise, covenant, and agree as follows:

The parties agree on the following:

1. INTERPRETATION

1.1. DEFINITIONS

Unless a different meaning is indicated, the following terms and expressions mean:

"Air tankers": CL-415 SAG air tankers;

"Case of Force majeure": any event that is independent of the will of the party that cannot satisfy its obligations - including, without being restricted to, the following events: failure of the installations, flood, earthquake, storm, fire, lightning or other natural catastrophes, epidemics, civil disorder, labor management conflict, criminal act, government priorities and restriction through an order from the court or a public administration body - and which, showing proof of reasonable diligence, could not be overcome;

"Personnel" or "Competent personnel": the personnel authorized by Transport Canada (the Canadian Ministry of Transportation).

1.2. CONTRACTUAL DOCUMENTS

This agreement provides the general terms and conditions governing the lease of services of SAG personnel and air tankers. Exhibit A lists all the water sources within the District's authorized areas for scooping operations while Exhibit B provides a template of the annual Lease Agreement where the specific terms and conditions applicable for that year will be established. The annual Lease Agreement, Exhibit B, once signed, forms an integral part of this agreement. Exhibit A is only a guide and may be modified by either party as conditions dictate.

This agreement is the only agreement between the parties and all other agreements that are not reproduced in this agreement are considered null and void. If there is a conflict between the information in an exhibit and this agreement, the latter will prevail.

1.3. HEADINGS AND TITLES

The objective of the headings or titles used in this agreement is to facilitate the reading of the document and have no particular meaning.

1.4. FRENCH AND ENGLISH VERSION OF THE AGREEMENT

This agreement is signed in two originals, one in French and another in English. In the event of a conflict of interpretation, the English version of the agreement shall prevail.

1.5. APPLICABLE LAW AND COURT OF JURISDICTION

The parties hereto agree that the place of this agreement shall be Los Angeles County and that it is governed by applicable State of California Laws. In the event of a dispute, the courts of this State will be considered the only competent jurisdiction.

2. REPRESENTATIVES OF THE PARTIES

2.1. For any questions related to this agreement, SAG designates his General Manager to represent it. If a replacement becomes necessary, SAG will notify the District as quickly as possible.

2.2. For any questions related to this agreement, the District designates the Fire Chief or authorized designee as the technical representative of the contractor, to represent it. If a replacement becomes necessary, the District will notify SAG as quickly as possible.

2.3. The parties may replace or designate additional representatives as necessary and agree to notify the other in advance of such changes. Each representative may act separately and the authorization of one of them will be considered a valid authorization.

3. SUBJECT OF THE AGREEMENT

This agreement involves the District leasing SAG air tankers and SAG services for ensuring their maintenance and operation for firefighting in accordance with the rules, terms and conditions set forth in this agreement.

4. LOCATION

- 4.1. The targeted activities for this agreement will be carried out in the Los Angeles County area in the State of California. The District and SAG agree that within the geographical limits of Los Angeles County, the Van Nuys Airport is the principal base of operations for the SAG air tankers and personnel.
- 4.2. Should the District wish to base the SAG air tankers and personnel to another airport within or around Los Angeles County, it will seek concurrence from SAG at least 60 (sixty days) in advance prior to effecting that change. SAG agrees that its concurrence shall only be withheld if the alternate airport location creates unreasonable operational challenges or safety risks.
- 4.3. Should it be required by the fire situation or a case of force majeure, the District may direct SAG to relocate its air tankers and personnel to a temporary alternative site. The District agrees to reimburse SAG, in an amount not to exceed the lowest daily availability charge, for any additional expenses resulting from a move to a temporary alternative site.

5. TERM OF THE AGREEMENT

- 5.1. The term of this agreement shall commence upon approval by the Los Angeles County Board of Supervisors and remain in effect five (5) years from the agreement's effective date. However, this agreement may be terminated by either party for convenience or cause upon thirty (30) days written notice to the other.
- 5.2. The lease under this agreement shall be activated in each year of the agreement by the mutual execution before August 1st of the completed lease template attached as Exhibit B. Failure to execute a lease for any one fire season shall not void or nullify this agreement in future years provided herein.
- 5.3. The District reserves the right to exercise its leasing option for the five (5) fire seasons covered by the present agreement. The option to lease the SAG air tankers for any fire season shall be exercised at the discretion of the Fire Chief of the District. Signing Exhibit B before August 1st as stipulated in section 5.2 will confirm the implementation of the annual agreement.

6. TERM OF THE ANNUAL LEASE

- 6.1. The mutually executed Exhibit B will stipulate the start date of the annual lease and SAG shall take all necessary steps to have its air tankers and personnel arrive in time to begin daily deployment at the Van Nuys airport on that date. The actual start date will normally occur on the morning following the arrival of the SAG air tankers or as soon as the air tankers and personnel are ready to begin firefighting operations.
- 6.2. A lead time may be allowed as part of the lease period should SAG personnel and air tankers require certification and familiarization with the topography of Southern California. The District agrees to pay for flight time and fuel for these flights.
- 6.3. The annual lease period will normally be for at least ninety (90) consecutive days. The District agrees to reimburse SAG for the first full thirty (30) days, which includes the cost of transit to and from Los Angeles, should the District choose to terminate the lease for any reason prior to the thirty-first (31st) day of the lease period.
- 6.4. SAG agrees to extend the lease period upon five (5) days written notice from the District. Extensions shall be a minimum of five (5) days but can be longer based on District needs. Unless extended, the annual lease period will automatically terminate after the initial lease period has been completed.

- 6.5. The District and SAG can mutually agree to terminate the annual lease period upon five (5) days written notice from the District. Upon receiving the District's notice, SAG will begin planning to depart as soon as weather conditions permit. Should a window of suitable weather present itself within five (5) days of receiving the District's notice, SAG will inform the District of its intended departure date and time when it will cease to be available for firefighting duties, normally one (1) full day prior to departure. From that point on, daily availability charges will no longer apply but will be replaced with a daily personnel compensation charge until the air tankers have departed from Van Nuys airport or fifteen (15) days after the initial notice, whichever occurs first.

7. OBLIGATIONS OF THE PARTIES

7.1. SAG'S OBLIGATIONS

- 7.1.1. SAG shall obtain, at its own expense, all applicable certifications or approvals from the United States Federal Aviation Administration (FAA) for each and every SAG air tanker airplane and each and every personnel member utilized in the framework of this agreement. SAG shall cooperate in obtaining all applicable certifications and approvals from the United States Forest Service (USFS) or CALFIRE that may be required by the District at the expense of the District.
- 7.1.2. SAG shall provide the District with the air tankers as needed, upon the request of the District. These air tankers will be available annually for each fire season on or about September 1st through November 30th. An earlier start date may be agreed upon provided that the operational requirements of the Province of Québec are being met.
- 7.1.3. SAG shall take all necessary steps to ensure that its air tankers land at Van Nuys Airport, California, on or about the agreed start date.
- 7.1.4. SAG agrees to:
- a. Drop water on fires at the request of the District;
 - b. During such times as SAG air tankers are engaged in water drops for fire suppression purposes, only certified flight personnel of SAG and authorized personnel of the District, USFS, CALFIRE, and FAA shall be allowed aboard such air tankers. Only essential personnel can be carried on board the air tankers carrying a disposable water load, SAG reserves the right to refuse boarding to any person deemed not to meet this criteria;
 - c. During high hazard periods as determined by the Fire Chief or authorized designee, the SAG air tankers shall be prepared to respond and take off thirty (30) minutes prior to official sunrise every day;
 - d. Equip the air tankers so they can transport Class A foam;
 - e. Examine the water sources listed in Exhibit A and ensure that they are suitable for scooping operations with the air tankers under normal operating conditions. SAG shall be responsible for determining if these water sources can be used safely for the air tanker operations and to report to the District authorities any situations that could present a potential risk.
- 7.1.5. For the agreed-upon charges, SAG shall provide the following to the District for the agreed-upon period of time by virtue of this agreement:
- a. At least two (2) air tankers kept in good service and flying condition in accordance with the standards in force in Canada and with the requirements of the FAA. If requested by the District, additional airplane may be assigned to provide an effective firefighting capability at the expense of the District under the condition establish in this agreement;
 - b. Associated radio equipment capable of providing communication links between the SAG air tankers and any other aerial fire fighting platforms not owned by SAG that may be involved in firefighting operations;
 - c. All qualified and certified personnel necessary to operate, repair, service and maintain the SAG air tankers. For that purpose, SAG shall ensure that:
 - i. For each twelve (12) hours of flying time or increment thereof, a sufficient number of captains, co-pilots, and technicians shall be assigned to each SAG air tankers. To meet this need, SAG will normally assign and maintain a total of four (4) full crews (one captain and one co-pilot per

- crew) and three (3) technicians and shall not have less than two (2) full crews and two (2) technicians at any given time throughout the entire lease period. If requested by the District, additional personnel may be assigned to provide an effective firefighting capability at the expense of the District. SAG may also assign additional personnel at its discretion at no additional charge to the District;
- ii. Personnel are available at all times to meet any requests from the District pertaining to the air tankers firefighting activities. The District will determine the actual deployment period as the situation dictates;
 - iii. All SAG personnel shall hold the permits authorizing them to act in their respective capacities, in keeping with the standards of Transport Canada. They shall comply at all times with aviation regulations in force in the United States;
 - iv. SAG personnel shall be fully and solely responsible for the manner in which they carry out missions ordered by the District and will respect all limitations imposed on them by topography, weather, or any other factor which may imperil the safety of their mission;
 - v. With respect to length of service and flying time, each SAG personnel shall be subject to the limitations specified in the SAG Operation Manual in force at the time of execution of the lease agreement, which are:
 - fifteen (15) hours of duty time in any twenty-four (24) hour period; and
 - eight (8) hours of flying time in a fire mission in any twenty-four hour period.
 - d. All training and proper briefing of District personnel necessary for the operation of the air tankers;
 - e. All of the facilities necessary to lodge the SAG personnel;
 - f. All tools and equipment necessary to service, repair, or maintain the SAG air tankers; and
 - g. An inventory of spare parts in sufficient quantity to keep the SAG air tankers operational.

7.2. DISTRICT'S OBLIGATIONS

- 7.2.1. The District shall cooperate with SAG in obtaining the authorizations necessary for carrying out this agreement.
- 7.2.2. The District shall ensure that an Aerial Supervisor is ordered when SAG air tankers are utilized. The Aerial Supervisor is responsible for providing Fire Traffic Area (FTA) advisories in accordance with the National Wildfire Coordination Group (NWCG) PMS-505 deconfliction and communication protocols.

For the purpose of this contract, the FTA is not designated as a Federal Aviation Administration (FAA) special use airspace. All operators shall continue to adhere to 14 CFR § 91.113 during all phases of flight.

To the maximum extent possible and situationally dependent, the Aerial Supervisor shall:

- a. Remain airborne in a helicopter or fixed wing aircrafts and maintain operational control of SAG air tankers during periods in which they are engaged in assigned air attack operations.
- b. Inform the captains of air tankers and of any other aircraft used for the suppression of fires under his command and control of the radio frequencies to be used between the air tankers and the aircraft leading the air attack;
- c. Establish communication links between the assigned air attack and the incident commander or lead;
- d. Define safe conditions for operation, deployment and use of the air tankers. The District reserves the right to suspend or terminate flight operations based on its determination of unsafe conditions, including

but not limited to, weather, repair, maintenance, or other variables that would affect the safety of a particular flight or mission.

- e. Provide guidance to the SAG air tanker captains relative to the deployment and operations of these planes. These instructions shall include, but shall not be limited to, the time and geographical areas to be flown, water drop targets, direction of drops and the safety precautions to be observed when other aircraft and ground personnel are engaged in the fire suppression effort.

Notwithstanding any such District instructions, the SAG air tanker captains may reject or terminate any mission for any reason including, but not limited to, considerations of weather, repair, maintenance requirements, or other variables that would affect the safety of a particular flight or mission. In the event of such termination of a mission, the SAG air tanker captains shall immediately advise the District controller of their decision.

- f. The person in charge of the air attack shall coordinate the activities of all assigned air tankers utilized and/or directed during their use in the initial action zone and during fire suppression within the boundaries of the District and other areas subject to the jurisdiction of the District for fire suppression services (e.g. California Mutual Aid System Region 1). Said coordination shall include establishing communications with the involved agencies, such as the USFS.

- 7.2.3. While operating within the confines of a declared FAA Regulation 91.137 area, and to the extent that the District shall have the right to direct the deployment and operation of the SAG air tankers, they shall do so in conformity with all applicable United States and California laws, rules and regulations.

The District agrees to inform SAG of said regulations and shall be solely responsible for any fines or penalties occasioned by any violation thereof, and if any of the foregoing are imposed on or paid by SAG, the District shall, promptly reimburse SAG in connection therewith. However, SAG shall be responsible for any fines or penalties arising from its failure to comply with District directions as to deployment and operations.

- 7.2.4. For the entire duration of this agreement, the District shall provide at no charge to SAG:

- a. All fuel necessary for the operation of the SAG air tankers;
- b. All Class A foam concentrates approved by the air tanker manufacturer;
- c. Fresh water and the hoses and fittings necessary for filling and maintaining of the SAG air tankers.

- 7.2.5. The District shall reimburse SAG for landing or parking fees when the SAG air tankers are operating under the direction of the District.

- 7.2.6. The District shall provide or take the necessary measures to provide:

- Appropriate premises for storage of spare parts. The storage area for spare parts shall be approximately twenty (20) feet by twenty (20) feet; it shall be clean and secure;
- Appropriate premises for personnel rest;
- A maintenance office as specified by SAG;
- Communication facilities (telephone, television, high speed internet).

- 7.2.7. The District shall assist SAG in obtaining vehicular transportation for use by SAG's personnel. SAG will bear the cost of rent, fuel, and other fees related to these vehicles.

- 7.2.8. The District shall provide or take the necessary measures to provide facilities (hangar) for housing the airtankers for extraordinary maintenance or repair (which is not mandatory scheduled maintenance). Any facilities provided shall be mutually agreed upon by SAG and the District. The cost of these facilities shall be the responsibility of SAG. If the District incurs any upfront costs for these facilities, a credit will be applied to applicable SAG invoice for reimbursement of any costs incurred by the District.

7.2.9. The District shall keep the air tanker captains informed about water sources they can use to fill their air tankers (a list of locations of said water sources is found in Exhibit A). The District shall be responsible for obtaining the authorization of each organization or local government official with the power to approve the use of these water sources by the air tankers. The District shall also inform the captains of any changes of water level or any other conditions that present a potential risk to the utilization of the air tankers in these places.

7.2.10. In the event personnel have not flown in any fifteen (15) day period, the District shall allow and pay for a one (1) hour currency flight per crew in this situation. Personnel on such flight remain available for firefighting duties.

8. UTILIZATION OF AIR TANKERS

8.1. INTENT, APPROVAL AND FACTORS CONSIDERED FOR UTILIZATION OF AIR TANKERS

In the event the District determines that the use of any SAG air tankers may be beneficial in the overall control of fires occurring within its area of responsibility, the District shall approve the utilization of the SAG air tankers, and it shall base such approval primarily on the following factors:

- Safety of citizens;
- Safety of ground firefighting personnel;
- Safety of helicopter personnel supporting firefighting operations;
- Safety of the SAG air tanker personnel;
- Cost-effectiveness.

8.2. EXTRATERRITORIAL USE OF THE AIR TANKERS

The air tankers shall be operated within the boundaries of the District, including mutual aid and its Region 1 response area. However, at the request of the District, the air tankers may be used elsewhere from time to time, but solely for the purposes for fire fighting or demonstrations.

Utilization of the air tankers outside of the jurisdictional limits of responsibility described hereinabove shall be determined by the District's Fire Chief or authorized designee, in writing, or orally as the conditions dictate, with the prior approval of the affected public agencies.

8.3. OPERATION AND SUPERVISION OF THE AIR TANKERS

The air tankers must be operated in keeping with the most restrictive laws and regulations in force in Canada and in the United States (California). All matters relating to safety in the use and operation of the air tankers ultimately fall under the authority of SAG.

The air tankers assigned to the District for firefighting shall at all times be under the care, supervision, and authority of SAG who shall designate a senior captain to represent it. The senior captain shall be responsible for permitting passengers, and limiting the number thereof, aboard the air tankers.

9. COMMUNICATIONS AND NOTICES

Except as otherwise provided herein, the following addresses shall serve as the places where communications between the District and SAG shall be sent, unless changed by written notice or the annual lease referenced herein:

District's Address: Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294
USA
Attention: Anthony C. Marrone, Fire Chief

SAG's Address: Service Aérien Gouvernemental
700, 7^e rue de l'Aéroport
Québec (Québec) G2G 2S8
Canada
Attention: General Manager

10. PAYMENT

- 10.1 The District agrees to reimburse SAG for the services and staffing provided under this agreement based on the charges specified in the annual lease to be approved by duly authorized representatives of SAG and the District attached hereto as Exhibit B and incorporated herein by this reference. Those charges are in United States dollars.
- 10.2 An annual adjustment will be made to the charges set forth in Exhibit B. This adjustment will be based on the annual average of the Consumer Price Index for the Province of Quebec for the year preceding the signing of Exhibit B.
- 10.3 In addition, the SAG reserves the right to adjust the charges specified in Exhibit B on an annual basis to account for :
- the anticipated difference between the cost of operations and the expenses billed to the District.
 - the use of tanker aircraft that have undergone avionics upgrades.

- 10.4 SAG agrees to deliver one copy of the invoices for reimbursement to:

Los Angeles County Fire Department
Expenditure Management Section
P.O. Box 910901
Commerce CA 90091-0901
USA

And an additional copy to :

Chief of Air Operations
Barton Heliport
12605 Osborne Street
Pacoima CA 91331
USA

- 10.5 The District agrees to make payments in accordance with this agreement and in accordance with State and County fiscal procedures within 30 days of receipt of an accurate invoice, approved by the District's representative. Reimbursement to SAG shall be payable to:

Service Aérien Gouvernemental
Direction de la coordination des services en ressources financières
700, 7^e rue de l'Aéroport
Québec (Québec) G2G 2S8
Canada

- 10.6 The District shall not be obligated to pay for services hereunder, performed during any of the District's future fiscal years, unless and until the District's Board of Supervisors appropriates sufficient funds for services hereunder in the District's budget for each such future fiscal year. If the District fails to appropriate funds during any such future fiscal year, the yearly lease (Exhibit B) shall be deemed to have terminated on June 30 of the current fiscal year.

11. INDEPENDENT ENTITY

SAG is acting hereunder as an entity and not as an agent or employee of the District. SAG shall not represent or otherwise hold itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

12. INDEMNIFICATION

- 12.1 SAG shall indemnify, up to ONE HUNDRED FIFTY MILLION CANADIAN DOLLARS (CA\$150,000,000), the District and its Board of Supervisors, officers, agents, employees from all liability, loss, or damage to persons or property caused by acts or omissions of SAG's directors, officers, partners, employees, and agents resulting from the use, ownership or maintenance of the air tankers under this agreement.

- 12.2 SAG releases, up to ONE HUNDRED FIFTY MILLION CANADIAN DOLLARS (CA\$150,000,000), the District and its Board of Supervisors, officers, agents, employees from all claims of responsibility concerning corporal prejudices and material damages caused by acts or omissions of SAG's directors, officers, partners, employees, and agents resulting from the use, ownership or maintenance of the air tankers under this agreement.
- 12.3 Notwithstanding the above, SAG will not be liable for any claim of liability of any kind or nature, including without limitation for, bodily injury, death, or property damage, arising from the use and dropping of water, retardant or other chemicals used at the request of the District, as long as best practices in fighting fires are observed.

13. INSURANCE

- 13.1 Upon execution and return of this agreement by SAG, SAG shall furnish evidence of insurance coverage to the District in the sums as noted below:

Hull Coverage – SAG declares that it has an insurance coverage for the hull of each air tanker or, in the case that no hull insurance is subscribed, SAG declares it is self insured and assumes responsibility of providing services without hull insurance.

Liability Coverage – Bodily Injury (including passengers) or Property Damage arising out of ownership, maintenance, or use of the air tankers pursuant to this agreement. Said coverage shall be not less than ONE HUNDRED FIFTY MILLION CANADIAN DOLLARS (CA\$150,000,000).

- 13.2 SAG shall modify its liability insurance policies, and provide proof thereof, to designate the District and its Board of Supervisors, officers, agents and employees as additional insureds for the activities related to this agreement. Such policies shall be primary and not contributory to any other insurance maintained by or available to the aforementioned additional insureds and shall not be subject to cancellation or material reduction in coverage without thirty (30) days prior written notice ~~is~~ being provided to the District.
- 13.3 SAG releases, holds harmless and agrees to indemnify the District and its Board of Supervisors, officers, agents and employees from any and all physical damage to the air tankers arising out of the use, ownership or maintenance of the air tankers under this agreement.

14. UNSERVICEABLE, DAMAGED OR LOST AIR TANKERS

- 14.1 If an air tanker becomes unserviceable or otherwise unavailable for duty while this agreement is in force, SAG shall so advise the District and proceed to undertake the necessary repairs forthwith. For every period an air tanker is unavailable for duty, SAG will credit the District on the monthly invoices for a percentage of the daily availability charges for that air tanker based on the lowest available rate of the lease period (daily rate applicable after the 31st day):
- a. 0% for periods of less than five hours;
 - b. 50 % for period of at least five but not more than eight (8) hours; and
 - c. 100% for period of at least eight hours or more.
- 14.2 If an air tanker breaks down or is damaged so that it will remain inoperable for three (3) days or more during the lease period, SAG shall consult with the District to agree upon one of the following options:
- a. Restore the air tanker to flying condition;
 - b. Replace the air tanker with another of the same type
 - c. Continue the lease period with only one air tanker; or
 - d. Terminate the lease.
- 14.3 No billing credit shall be paid (deducted or awarded) for the planned and mandatory maintenance operations scheduled based on air tanker flight time.
- 14.4 Notwithstanding the above, SAG will not be liable for any unavailability resulting from force majeure.

15. CONSEQUENTIAL DAMAGES

SAG shall not under any circumstances or for any reason, to the extent permitted by law, be responsible or liable for damages, costs, or any claims or demands arising from the non-use or non-operation of any SAG air tanker or for any incidental, indirect, consequential, or punitive damages resulting from such non-use or non-operation.

16. ASSIGNMENT OR DELEGATION

SAG shall not, unless it has first obtained the written permission of the District:

- a. Assign or otherwise alienate any of its rights hereunder; or
- b. Delegate, subcontract or otherwise transfer any of its duties hereunder.

17. NEWS RELEASES, PUBLICATIONS, ENDORSEMENTS

SAG, its employees, agents, and representatives shall not, during the term of this agreement or at any time thereafter, release or authorize any publication, news release, or promotional material which purports to be, in whole or in part, an evaluation by the District of the use and/or operation of the air tankers as related to this agreement. Nor shall SAG, without the prior written approval of the District's representative, state or otherwise indicate that the District approves or otherwise recommends the use of the air tankers.

18. NONDISCRIMINATION AND AFFIRMATIVE ACTION

SAG shall comply with the non-discrimination provisions of the laws of the United States of America, the State of California and the County of Los Angeles. In performing this agreement, SAG shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, or physical handicap.

19. EXCUSABLE DELAY

None of the parties shall be deemed liable if the conditions of this agreement may not be satisfied due to a case of force majeure. The period of time set for fulfilling the obligations described in this agreement may, through mutual consent, be prolonged or cancelled. The party invoking a "case of force majeure" shall inform the other party in writing, no later than five (5) days from the occurrence of the force majeure.

20. AMENDMENTS

All amendments hereto shall be in writing and signed by the appropriate representatives for each party. Exhibit A and B can be modified by a representative of either party.

21. WARRANTY

The parties hereto represent and warrant that the signatories to this agreement are fully authorized to obligate its entity hereunder and that all acts necessary to the execution of this agreement have been accomplished.

22. SIGNATURES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this _____, 2026.

MINISTER OF TRANSPORTS,
GOUVERNEMENT DU QUÉBEC

By: 
Marc Croteau
Deputy Minister

Date: 2026-06-22

Witness : 

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Anthony C. Marrone
Fire Chief

Date: _____

APPROVED AS TO FORM :

DAWYN R. HARRISON

County Counsel
By: 
Jenny Tam
Senior Deputy County Counsel

ENCLOSURE B

EXHIBIT "B"

**AGREEMENT FOR THE LEASE OF SERVICES AND CL-415
AMPHIBIOUS AIR TANKERS FOR FIREFIGHTING MISSIONS**

BETWEEN

**GOUVERNEMENT OF QUEBEC
MINISTÈRE DES TRANSPORTS ET DE LA MOBILITÉ DURABLE
SERVICE AÉRIEN GOUVERNEMENTAL**

AND

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

2026-2027

ENCLOSURE B

THE GOUVERNEMENT DU QUÉBEC

having its usual abode at Hôtel du Parlement, in Québec, province of Québec, G1A 1A4, acting herein through its Ministère des Transports et de la Mobilité durable, Service aérien gouvernemental (SAG) having as his delegated signatory Mr. Marc Croteau, duly authorized by the Act respecting the Ministère des Transports (Chapter M-28) and the Regulation respecting the signing of certain deeds, documents or writings of the Ministère des Transports (Chapter M-28, r. 5).

AND

THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY,

having its headquarters at 1320 North Eastern Avenue, Los Angeles, California 90063-3294, represented by the Fire Chief, hereinafter called the "District".

AGREE TO THE FOLLOWING:

OBJECTIVE

ARTICLE 1

On "signature date 2026", the parties made and signed an agreement entitled "Agreement for the Lease of Services and CL-415 Amphibious Air Tankers for Firefighting Mission", relating to the leasing of at least two (2) CL-415 air tankers, hereinafter called "the SAG Air Tankers".

This agreement is an integral part of the Agreement for the Lease of Services and CL-415 Amphibious Air Tankers and is linked to it by reference.

The SAG Air Tankers will serve to fight fires in Southern California, primarily in Los Angeles County.

TERM

ARTICLE 2

The term of the agreement is five (5) years. The leasing period for a term of ninety (90) days begins on or about the September 1st. SAG shall take all the necessary measures to ensure that its air tankers land at the main base in Van Nuys, California, before the beginning of the leasing period.

If, in application of articles 6.4 and 6.5 of the Lease Agreement, the term of the contract were to exceed 90 days, it is understood that it may not exceed 183 days, including the days necessary for SAG's arrival and departure. Despite the foregoing, In the event the District requires SAG's services for more than one hundred eighty-three (183) days (including the days necessary for arrival and departure), it is understood that the District will reimburse SAG for all the taxes and charges or other amounts may be owed by SAG, non-exhaustively including the amounts provided for under the "Income Tax Treaty" between the United States and Canada.

Initials _____
Québec

Initials _____
District

CHARGES AND PAYMENT PROVISIONS

ARTICLE 3

The annual adjustment of the charges will be based on the annual average of the province of Québec's Consumer Price Index for the year preceding the signature of Exhibit B.

Link: <https://statistique.quebec.ca/en/document/consumer-price-index-cpi/tableau/consumer-price-index-cpi-overall-index-canada-quebec-montreal-cma-annual-averages>

The adjustment for the year 2026-2027 is 2.4%. The charges for year 2026-2027 of the contract will be:

(A) Basic charges

The charges for leasing of EACH of the SAG CL-415 Air Tankers are the following:

- For the first thirty (30) days:
- For each additional day after the thirtieth (30th) day:
- These charges include the wages and transportation expenses of the SAG Air Tankers and personnel, the lodging expenses and the other expenses of the personnel.

(B) Hourly rates

For each hour of flying time flown at the District's request, the sum of will be paid to SAG.

This rate includes everything except fuel, which will be supplied by the District or will be reimbursed by the District, if it is purchased by SAG.

The hours of flying time will be accounted for by means of the Hobbs meter, confirmed in the "flight" box on the flight reports established by the crew of the SAG Air Tankers and approved by the District's duly authorized representative.

(C) Daily compensation of personnel

When the District will inform SAG that it is terminating the leasing period for the year in accordance with paragraph 6.5 of the agreement, SAG will reduce its staff level to three (3) persons per air tanker once said air tankers will be declared no longer available for firefighting. From that day on and for a period of up to fifteen (15) days effective from the initial notice, the District agrees to pay SAG for daily compensation for the personnel of per day per air tanker as wages and living expenses of SAG personnel in replacement of the basic charges.

(D) Payment provisions

Initials _____
Québec

Initials _____
District

ENCLOSURE B

SAG will submit an invoice to the District indicating the amount owed to it for each thirty (30) days period.

The final balance will be payable by the District no later than thirty (30) days after the departure of the SAG Air Tankers.

INSURANCE

ARTICLE 4

The proof of insurance will be sent upon the execution of this schedule according to the third paragraph of article 13 (13.1) of the agreement concerning insurance:

- Liability insurance of ONE HUNDRED AND FIFTY MILLION CANADIAN DOLLARS (\$150,000,000 CA).
- Insurance coverage for the hull of each air tanker or, in the case that no hull insurance is subscribed, the SAG assumes the risk and responsibility of providing services without hull insurance.

Initials _____
Québec

Initials _____
District

REMARKS

ARTICLE 5

This agreement is signed in two originals, one in French and the other in English. In case of conflict of interpretation, the English version will take precedence.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the date recorded below.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

MINISTÈRE DES TRANSPORTS ET DE LA
MOBILITÉ DURABLE – DIRECTION
GÉNÉRALE DU SERVICE AÉRIEN
GOUVERNEMENTAL

By: _____
Anthony C. Marrone
Fire Chief

By: _____
Marc Croteau
Deputy Minister

Date: _____

Date: _____

Witness: _____

Witness: _____

Initials _____
Québec

Initials _____
District



COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100 SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
 - New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one single source for the service exists.
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Rene' Phillips

Chief Executive Office

Date