



**Contract Number**

\_\_\_\_\_

**SAP Number**

N/A

\_\_\_\_\_

## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Porfirio Martinez
<b>Contractor Representative</b>	-----
<b>Telephone Number</b>	On File
<b>Contract Term</b>	5/16/2026 through 5/15/2029
<b>Original Contract Amount</b>	Initial Hourly Rate of \$34.62 (Range 47, Step 9 Administrative Services Unit)
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	_____
<b>Grant Number (if applicable)</b>	_____

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator Department (Department), desires to obtain the services of Porfirio Martinez (Contractor) on the terms and conditions set forth in this Contract; and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide services as an Armorer as requested by the Department.

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

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**I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as an Armorer for the San Bernardino County Sheriff/Coroner/Public Administrator (Department). Contractor shall work cooperatively with Department's Training Academy staff under the direction of the Commander assigned to the Training Academy, performing a broad range of duties, including, but not limited to, the following:

- A. Inspect, clean and repair Department's firearms and less lethal launchers as needed.
- B. Maintain records of duty-issued firearms in Department's firearms inventory to include "DEMO" room weapons, repaired, issued, and returned to the Department's Range.
- C. Maintain a list of parts, equipment, tools, and accessories needed to keep Department's firearms operational.
- D. Conduct product reviews of ballistic safety equipment, including vests, door panels, shields, glass, blankets, and other items under consideration for the Department.
- E. Conduct product review of firearms and other related items under consideration by the Department.
- F. Supervise inmate workers as necessary.
- G. Keep the Armory and all assigned equipment clean, orderly, and properly maintained.
- H. Assist in planning, directing, and supervising firearms qualifications; instruct users in the proper and safe handling of firearms.
- I. Act as liaison between weapons manufacturers and the Department regarding the maintenance and repair of weapons.
- J. Provide vacation and temporary relief as required.

**II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the County's Conflict of Interest policy, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, provided such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

**III. CODE OF CONDUCT**

As a condition of employment, Contractor does hereby agree to adhere to work rules and performance standards established for their position by the appointing authority, and as established in the San Bernardino County Personnel Rules. Contractor also agrees to comply with all laws, regulations, orders, County and Department policies, procedures, and standard practices, as well as the applicable Code of Conduct.

**IV. TERM AND TERMINATION**

This Contract shall be effective May 16, 2026, and shall remain in effect through May 15, 2029, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to this Contract to extend the term for a maximum of three consecutive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this Paragraph.

**V. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment contract of Contractor.

**A. SALARY RATE**

Contractor shall be compensated for services at an hourly rate consistent with Range 47, Step 9 of the Administrative Services Unit MOU, currently \$34.62 per hour, not to exceed 40 hours per work week unless expressly authorized, pursuant to the overtime provision of this Contract.

Contractor shall be eligible to receive any salary adjustments and economic benefits (e.g., longevity pay and retention pay), including across-the-board adjustments, and 1,040 merit step adjustments, in the same manner and as provided to other Administrative Service Unit employees; however, Contractor is also subject to any economic reductions imposed.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section IV of this Contract.

**B. OVERTIME**

Overtime shall be defined as all hours actually worked in excess of forty (40) hours per work week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by Sheriff/Coroner/Public Administrator, or designee, to work overtime, Contractor shall be compensated at one and one-half (1 ½) times the Contractor's regular rate of pay.

**C. EXPENSE REIMBURSEMENT**

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

**D. TUITION REIMBURSEMENT**

Contractor shall be eligible for tuition costs reimbursement in the same manner and amount as employees in the Administrative Services Unit.

**E. RETIREMENT PLAN**

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov. Code section 7522 et seq.), and the Bylaws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

**F. DEFERRED COMPENSATION**

Contractor shall be eligible to participate in the County's 457(b) Deferred Compensation Plans as per the Plan document, except that Contractor shall not receive County match contribution to the Plan.

G. COUNTY RETIREMENT MEDICAL TRUST (Trust)

Upon meeting eligibility requirements, Contractor shall participate in the County Retirement Medical Trust (Trust) during the term of this Contract pursuant to the terms and conditions set forth for the employees in the Administrative Services Unit.

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused sick leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Paragraph Q in this section for the processing of unused sick leave balances upon termination of this Contract.

H. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g. FMLA, ACA, Military Leave, Time off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

I. SHORT-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

J. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

K. LEAVE PROVISIONS

Contractor shall be eligible to receive and utilize all Leave Provisions in the same manner and amount as employees in the Administrative Services Unit.

Refer to Paragraph Q in this section for the processing of unused sick leave balances upon termination of this contract.

L. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer-sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) in the same manner as the Administrative Services Unit employees to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) of \$9.46 per pay period, as applicable.

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to “opt-out” or “waive” from the County-sponsored health plans.

M. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee only coverage) if Contractor is in paid status and is scheduled at least forty-one (41) hours per pay period.

N. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as the Administrative Services Unit employees. County-paid life insurance will become effective the first pay period in which the Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid status requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.

O. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

P. SERVICE AND EFFECT ON BENEFITS

Contractor was a County contract employee immediately prior to entering into this Contract, without separation from County employment, execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits, including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor’s rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, or other paid leave, and Sick leave balances. Contractor’s retirement contribution rate is based on the date Contractor began participation in the County’s general employee retirement system.

Q. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the County Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular position without a break in service, the Contractor shall maintain their existing hire date (i.e., Regular Hire Date) for the purpose of calculating benefits. Eligibility for benefits, including but not limited to, retirement system contributions, longevity, health benefits, and leave accrual rates, shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized

to be carried over will be distributed as outlined in "Contractor Separated from County Service," above.

Contractor to New Contract Position

In the event the Contractor accepts another contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the contract position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service," above.

R. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents.

**VI. GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. BACKGROUND INVESTIGATION

Contractor must pass the Department background investigation process prior to commencement of employment.

B. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff/Coroner/Public Administrator, or his/her designee. The Sheriff/Coroner/Public Administrator, or his/her designee, may modify or change the number of hours in a standard day, tour of duty, or shift to meet the needs of the service. Contractor shall not work more than 40 hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or his designee. Contractor shall provide services on an "as needed" basis; County makes no guarantee as to the number of hours per week, if any, Contractor will be assigned to work. The Sheriff/Coroner/Public Administrator shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

C. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Department's standards of employee conduct, including all applicable laws, rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

D. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's General Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

E. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract. Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall, at Contractor's sole cost, maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV above.

F. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

G. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

H. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VII. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Porfirio Martinez

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Porfirio Martinez  
*(Print or type name of person signing contract)*

Title Armorer  
*(Print or Type)*

Dated: \_\_\_\_\_

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
\_\_\_\_\_  
Scott M. Runyan, Principal Assistant County  
Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Carolina Mendoza, Chief Deputy Director of  
Sheriff's Administration  
Date \_\_\_\_\_