



Problem Resolution Report

CoSD Contract No. 554833
Network Equipment Refresh Deferral
ES/CoSD 069



Date: March 5, 2020

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement No. 554833 (the "Agreement") by and between the County of San Diego ("County") and Enterprise Services, LLC, a Perspecta company ("ES" or "Contractor" and hereinafter collectively referred to as "the Parties"), agreement is reached on the Effective Date shown below.

Issue or Problem:

With PRR 022 the Parties agreed to the establishment of a credit generated through the deferral of the Network Equipment Refresh ("Reinvestment Credit").

Contractor is currently committed to refresh all County Data Network Services core hardware as set forth in Schedule 4.3, Operational Services, Section 5.5.3.1.

The Parties wish to redirect funds originally allocated for the scheduled refresh of certain network equipment to development or deployment of new technologies.

The Parties agree to provide additional funds to the Reinvestment Credit that were originally allocated for the refresh of core switches scheduled to begin in the Contract Year Four.

Resolution:

1. Contractor will defer the refresh of the network equipment identified in Section 3 of Report 87 Network Infrastructure Refresh Plan, submitted on January 15, 2020 and attached to this PRR as Attachment 1.
2. The County shall receive credit in the amount of One Hundred Eleven Thousand Six Hundred Forty-Seven Dollars and Sixty-Three Cents (\$111,647.63) for Refresh deferral as identified in this PRR. Such credit shall be available for the County to use for projects within the Network Framework that will directly benefit County business and/or meet County IT Strategic direction. Contractor shall provide the County with formal written proposals for the County to consider in using the Reinvestment Credit. The County may accept or reject the proposals at its sole discretion.
3. These funds shall be used for one-time non-recurring expenses required to deploy the agreed upon technology or other mutually agreed upon purposes.
4. All requirements stated in the Agreement as to the satisfactory provision of Services associated with the projects funded by this Reinvestment Credit will apply.

The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in



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accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.

IN WITNESS WHEREOF, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

COUNTY OF SAN DIEGO

ENTERPRISE SERVICES, LLC

By: 

By: 

Name: John M. Pellegrino

Name: Max Pinna

Title: Director, Department of Purchasing and Contracting

Title: Contracts Manager

Date: 3/10/2020

Date: March 5, 2020