



**Problem Resolution Report**  
**CoSD Contract No. 568996**  
**Revision to Service Level 36 – Data Network**  
**Availability**  
**Peraton/CoSD – 154**



**Date:** July 14, 2025

**Title:** Revision to Service Level 36 – Data Network Availability

**PRR Number:** 154

**Summary:**

In accordance with the provisions of the IT and Telecommunications Service Agreement by and between the County of San Diego (“County”) and Peraton Enterprise Solutions LLC (“Contractor” and hereinafter collectively referred to as “the Parties”) with the effective date November 15, 2016 agreement (“the Agreement”) is reached on the effective date shown below.

**Issue or Problem:**

Since all sites’ T1 copper connections have been decommissioned, the Parties intend to amend the Service Level 36 - Data Network Availability, to address removal of the copper references and to add the Low Earth Orbit (LEO) satellite service as a method of transport.

**Resolution:**

1. Section 9.4 (Data Network Availability) of Schedule 4.8 Service Levels is amended, as per Attachment 1 to this PRR.
2. Section 14 (Network Credit Table Examples) of Schedule 4.8 Service Levels is amended, as per Attachment 2 to this PRR.
3. Section 5 Service Level Summarization and Weighting Factors table is amended to reflect the following for Service Level ID 36:

Service Level Weighting Table			
Service Level ID	Framework	Service Level	Weighting
36	Network	Data Network Availability	
		36a – Average Availability	3%
		36b – Individual Site via Fiber	
		36c - Individual site via Low Earth Orbit (LEO) satellite	

4. Revised SL36 shall be effective July 1, 2025.

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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



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in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.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

ALLEN R. HUNSBERGER, Director  
 Department of Purchasing and Contracting

By:   
 Name: **Allen Hunsberger**  
 Title: Assistant Director, Purchasing and Contracting  
 Date: Jul 24, 2025

**PERATON ENTERPRISE SOLUTIONS LLC**

By:   
 Name: **Max Pinna**  
 Title: **Contracts Manager**  
 Email: **max.pinna@peraton.com**  
 Date: **Jul 23, 2025**

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA7yxIzMGXAo5FILLU8QOAVhKaTdcFkKLSE

### 9.4 Data Network Availability

<b>Service Level</b>	The percentage of time that the data network is available.	
<b>Service Level ID</b>	36a, 36b, 36c	
<b>Definition</b>	The time during which the network is fully functioning and normal business operations can be carried out with no data loss, downtime, or performance degradation during available site hours.	
<b>Service Measure</b>	<b>Performance Target</b>	<b>SL Performance (%)</b>
Availability	<p><b>36a:</b> D1 = average availability of all network circuits and active components</p> <p><b>36b:</b> D2 = Individual site connected via fiber with the lowest availability</p> <p><b>36c:</b> D3 = Individual site connected via Low Earth Orbit (LEO) satellite with the lowest availability</p>	<p>D1 ≥ 99.95% aggregate availability</p> <p>D2 ≥ 99.5% per fiber Site availability</p> <p>D3 ≥ 99% per LEO Site availability</p>
<b>Formula</b>	<p><b>36A</b>                      Components include all circuits and active data network components                      Component Availability (%) = 100% - Component Unavailability (%)                      Component Unavailability = Component outage duration / Available Component Hours                      Component outage duration does not include scheduled outages                      36A = if Average Component Availability of All Active Components &gt;= 99.95%, then Pass; otherwise, Fail.</p> <p><b>36B &amp; 36C</b>                      Site availability (%) = 100% - Site Unavailability                      Site Unavailability = Total Outages at Site / Site Available Hours                      Outages do not include scheduled outages                      36B= If Site Availability for all Sites linked via fiber &gt;= 99.5%, then Pass; otherwise, see credit table 4.8.14.                      36C = If Site Availability for all Sites linked via LEO &gt;= 99%, then Pass; otherwise, see credit table 4.8.14.</p>	

## 14 NETWORK CREDIT TABLE EXAMPLES

SL36b and 36c shall compute SL credits based on the following:

Network Availability: Allow 1 failure for availability target every 100 sites (rounded up)

0% of allocated weight if # of failures is less than or equal to allowable failures

25% of allocated weight if # of failures exceeds allowable failures

50% of allocated weight if # of failures exceeds 2x allowable failures

100% of allocated weight if # of failures exceeds 3x allowable failures

For clarity, if the number of sites is 1 to 100, the allowable failure count is 1; if the number of sites is 101 to 200, the allowable failure count is 2; if the number of sites is 201 to 300, the allowable failure count is 3, etc.

Examples based on 10 Low Earth Orbit (LEO) sites and 224 Fiber sites (1 allowable failure for LEO, 3 allowable failures for Fiber):

Example #1 - One "Fiber" location does not meet its individual availability target; no SL credit is due to the County

Example #2 - Three "Fiber" locations do not meet their individual availability targets; an SL credit of 25% of the allocated weight is due to the County

Example #3 - Three "Fiber" locations do not meet their individual availability targets and three LEO locations do not meet their individual availability targets; an SL credit of 75% of the allocated weight is due to the County (25% + 50%)

Example #4 - Three "Fiber" locations do not meet their individual availability targets; six LEO locations do not meet their individual availability targets; an SL credit of 100% of the allocated weight is due to the County (25% + 100%; however, the maximum credit due is capped at 100% of the assigned weight)