1	STATE OF GEORGIA
2	COUNTY OF CHATHAM
3	
4 5	CONTRACTOR/VENDOR AGREEMENT between
	SAVANNAH AIRPORT COMMISSION`
6 7	and
8	JOHNSON CONTROLS, INC.
9	
10	THIS AGREEMENT, made and entered into by and between the SAVANNAH
11	AIRPORT COMMISSION, a public body corporate organized under the laws of the State of
12	Georgia, hereinafter called "Commission," and JOHNSON CONTROLS, INC., hereinafter
13	called "Contractor/Vendor."
14	
15	WITNESSETH:
16	
17	WHEREAS, Contractor/Vendor desires to provide to the Commission testing and
18	inspection of the P2000 Security Management System and associated equipment located at the
19	Savannah/Hilton Head International Airport at 400 Airways Avenue, Savannah, Georgia,
20	hereinafter called "Premises";
21	In consideration of the forestime and of the moutual account and account having
22 23	In consideration of the foregoing and of the mutual covenants and agreements herein
24	contained, Commission and Contractor/Vendor do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:
25	agree, each for fiself and its successors and assigns, as follows.
26	1. TERM
27	a. The initial term, hereinafter referred to as "Term," of the Agreement shall
28	commence on January 1, 2014 and shall continue until December 31, 2014.
29	b. Upon completion of the initial Term specified above, this Agreement shall be
30	automatically renewed for successive one (1) year periods, unless or until thirty (30) days prior
31	written notice of intent not to renew is given by either party one to the other. In no event shall
32	this agreement be extended for more than five (5) years, until December 31, 2019.
33	Contractor/Vendor retains the right to increase the annual fee by no greater than two (2%) for
34	each subsequent term with prior written notice to Commission.
35	
36	2. <u>SCOPE OF WORK</u>
37	a. The services to be covered under this Contract Agreement will be as described in
38	Exhibit A, "RFP Response for Service Agreement Proposal" dated December 27, 2013, which is
39	attached hereto and made a part hereof. Services to be performed under this Agreement include
40	the Base Contract, 16 hours on-site training per year and JCI Tuition for one (1) person, one (1)
41	class off-site training at JCI Learning Institute, as described on Page 7 of Exhibit A.
42	b. For repairs or work outside of the scope of this contract, Contractor/Vendor shall

receive Commission approval prior to proceeding.

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Contractor/Vendor shall provide adjustment and/or repair callback service during normal working hours.

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3. **FEES AND CHARGES**

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In consideration of the services to be granted to Commission, the Contractor/Vendor shall be entitled as compensation therefore, fees and charges in the amount of Thirty-one Thousand Nine Hundred Thirty and no/100 (\$31,930.00) Dollars.

11 12

b. Invoices must be submitted to Commission addressed to:

13

Savannah Airport Commission

14 15

Accounts Payable 400 Airways Avenue

16

Savannah, Georgia 31408

17 18

4. **INSURANCE AND INDEMNIFICATION**

19 20

With no intent to limit Contractor/Vendor's liability or the indemnification provisions set forth herein, Contractor/Vendor shall procure and maintain during the term of this Agreement the following minimum limits:

21 22 23

24

25

General Liability Insurance - no less than One Million (\$1,000,000) Dollars each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage. including Employer's non-ownership liability, patent infringement and intellectual property rights protection, and hired auto coverages as applicable, which shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to

26 27

Commission, as well as:

28 29

Comprehensive Automobile Liability Insurance - \$500,000 for all owned (2)vehicles, non-ownership liability, and hired vehicles; \$5,000,000 for all vehicles operated on the Aircraft Operations Area (AOA).

30 31

Umbrella - \$5,000,000 (covers all liability lines). (3)

32 33

(4) Worker's Compensation in compliance with Georgia Statutory Limits, including an All States Endorsements.

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37 38

Contractor/Vendor must maintain on file in the Commission office during the term of this agreement an original signed copy of Contractor/Vendor's Certificate of Insurance reflecting the above limits and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its directors, officers, employees, and agents as additional insured, and shall be delivered to Commission by Contractor/Vendor within ten (10) days of request by Commission.

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Indemnification c.

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Contractor/Vendor shall protect, defend, and indemnify Commission and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or

44 45 incident to this Agreement and/or the use or occupancy of the Commission or the acts or omissions of Contractor/Vendor's officers, agents, employees, Contractor/Vendors, sub-Contractor/Vendors, licensees, or invitees regardless of where the injury, death or damage may occur unless such injury, death or damage is caused by the sole negligence and the willful misconduct of the Commission or any of its officers, employees, Contractor/Vendors or agents. The Commission shall give to Contractor/Vendor reasonable notice of any such claims or actions. The Contractor/Vendor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement.

d. All insurance polices shall contain a standard cross-liability provision and shall stipulate that no insurance held by Commission will be called upon to contribute to a loss covered thereunder. Commission shall have no liability for any premiums charged for such coverage, and the inclusion of Commission as an additional insured is not intended to and shall not make Commission a partner or joint venturer with Contractor/Vendor in Contractor/Vendor's operations on the Premises. Such policies shall also insure Contractor/Vendor against the risks to which it is exposed as the Contractor/Vendor of the business authorized under this Agreement, shall be for full coverage and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.

5. <u>MISCELLANEOUS</u>

a. <u>Personal Liability</u>

No member of the Commission or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

b. Non-Waiver of Rights

No waiver or default by the Commission of any of the terms, conditions, covenants, or agreements hereof to be performed, kept, or observed by the Contractor/Vendor shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Contractor/Vendor, and Commission shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

c. Governing Law

This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Georgia and that venue of any action brought hereunder shall be exclusively in the County of Chatham.

d. Permits, Licenses, Miscellaneous Fees

The Contractor/Vendor shall pay all expenses in connection with the performance of this service and maintenance agreement herein and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees, license fees, and assessments lawfully levied or assessed and that Contractor/Vendor will secure all such permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default under the term of this agreement.

1 e. **Binding Agreement** 2 The terms of this agreement are the exclusive and binding agreement between the parties hereto covering the services set out herein. No change, modification or revision of this 3 agreement shall be valid unless agreed in writing and signed by both parties. Each party 4 5 acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other. Order of Precedence f. 9 If attachments are included in this Agreement and in the event of any 10 inconsistency between the attachments and the terms of this Agreement, the inconsistency will be 11 resolved by giving preference in the following order: 12 A. This Agreement 13 B. The attachments 14 Default g. 15 This Agreement may be terminated by either party with seven (7) days' written 16 notice in the event of substantial failure to perform in accordance with the terms hereof, or for 17 any reason or no reason. The Contractor/Vendor shall be paid for work completed to the date of 18 termination. 19 20 IN WITNESS WHEREOF, said parties have caused these presents to be duly 21 executed by their proper officers thereunto authorized, and corporate seals affixed this 5th day of 22 March, 2014. 23 24 ATTEST: SAVANNAH AIRPORT COMMISSION 25 26 27 28 GREGORY B. KELLY SYLVESTER C. FORMEY 29 Corporate Secretary Chairman 30 31 (SEAL) 32 33 34 ATTEST: JOHNSON CONTROLS, INC. 35 36 BY: Gorporate Secretary Notary Public 37 MANUAGER 38 (Printed Name and Title) Comm enols 10/12/2014 39 {SEAL} 40 41

JOHNSON CONTROLS, INC.
Service Agreement P2000 Security Managentiant System
March 12, 2014

Page 4 of 4

jdm

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Copy

Security & Fire Safety Solutions 14 Woodcross Drive Columbia, SC 29212 Tel: 803-749-7352 Fax: 803-781-6696

Savannah – Hilton Head International Airport



RFP Response for Service Agreement Proposal



December 27, 2013

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I. Executive Summary

Johnson Controls appreciates the opportunity to deepen our partnership with Savannah – Hilton Head International Airport on the service and maintenance of the Johnson Controls P2000 Security Management System located at 400 Airways Ave. Savannah, GA 31408.

Your current Johnson Controls P2000 Security Management system has served you for many years and in order to ensure optimal performance of your system and protect your investment, Johnson Controls is providing a proposal for a Planned Service Agreement.

This Johnson Controls Planned Service Agreement (PSA) for your P2000 Security Management System provides our recommended services that ensure the system is performing optimally and maintain the integrity and reliability of the system. This will reduce system downtime, limit costs associated with system maintenance, and provide the top level of service your organization deserves. It is designed to assist in code and/or regulatory compliance issues as well as to assure an extended equipment life. We understand that in order to exceed your expectations, your security system must operate properly and it must be tested to ensure it is ready to meet those expectations.

In addition to inspection and preventive maintenance, this Johnson Controls Planned Service Agreement offers Savannah-Hilton Head International Airport additional services, including database back up, system investment protection, additional training, and fast on site emergency response.

Once again, Johnson Controls is pleased to submit the following Planned Service Agreement proposal for your review and consideration. We look forward to extending our relationship with you and providing the highest level of professional service.

II. Proposed Service

Equipment

Johnson Controls will provide a functional test and inspection of the P2000 Security Management System (SMS) and associated / attached equipment during the scheduled service dates. The testing will be completed via diagnostic tools inherent to the system(s) as well as the functional application. The inspection will determine if the system is functioning properly and operating according to the manufacturer's requirements. The equipment will also be checked for damage, misalignment and proper connections. If a problem is detected during the inspection it will be immediately documented and corrected based on the terms of the agreement.

Compliance Assurance Services

Here is what to expect from Johnson Controls Compliance Assurance Services:

- A partnership in understanding and meeting of the code compliance issues related to your facility (see list below of common codes which may apply).
- Mutually agreed upon testing frequency and schedules.
- Repairs, component replacement, and corrective maintenance of the covered equipment based on the terms of the agreement.
- Expert understanding of the full range of system adaptability, from variations in use of existing components to major modifications of total system configuration.
- Support from an organization motivated to help you handle unexpected problems, changes in your facility and opportunities for improvements.

INCL.	CODE	DESCRIPTION			
	NFPA 10	Portable Fire Extinguishers			
	NFPA 13	Wet/Dry Automatic Extinguishing System			
	NFPA 17 / 17A	Dry (17)/ Wet (17A) Chemical Extinguishing Systems			
	NFPA 25	Water-Based Fire Protection Systems			
X	NFPA 72	National Fire Alarm Code			
	NFPA 90A	Air Conditioning and & Ventilating			
	NFPA 92A	Smoke Control Systems			
	NFPA 204	Smoke and Heat Venting			
X	NFPA 731	Electronic Premises Security Systems			
Х	1542 CFR	Access Control System Annual Certification			

Emergency Service

Johnson Controls will provide telephone response within two (2) Hours, and will be on-site to provide emergency service within four (4) hours. Non-emergency calls, as mutually determined by Savannah International Airport and Johnson Controls will be scheduled for the next business day. Johnson Controls defines business hours as 8am-5pm Monday – Friday excluding holidays.

Any labor performed on equipment or services outside of this contract's Equipment List or Terms and Conditions are charged at our current billing rate. Our rates are subject to change without notice:

Service Time	When Applicable	Hourly Rate
Business Hours	Monday-Friday 8:00 a.m. to 5:00 p.m.	\$135.00
After Hours	Monday-Friday 5:00 p.m. to 8:00 a.m./Saturday	\$202.50
Sunday/Holiday	Sunday and all official Johnson Controls holidays	\$270.00

Documentation

Johnson Controls will document each on-line and on-site service call and furnish a copy showing time, date, and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions. All documentation will be stored on an onsite service log binder.

III. Program Implementation

Maintained Components

Access Control Equipment

Security management System Host & Workstation Software Video Imaging Workstation, Badge Printer, & Lighting Kit Access Control Field Panels Access Control & Door Locking Power Supplies Access Point (door, gate, turnstile) Devices Card Readers (Smart card & Biometric -Fingerprint)

See EXHIBIT B of the Fire/Security Installation and Services Agreement for equipment schedule with quantities.

Scheduled Services

Johnson Controls will provide schedule service visits on a quarterly basis. Scheduling will consider specific facility requirements, seasonal considerations, and compliance with codes. All covered equipment will be serviced as determined in the agreement once each year, unless otherwise noted in Exhibit B.

In order to complete the once a year system testing procedure as required by 49 1542 CFR and keep costs as low as possible, Savannah Airport shall provide one maintenance person to assist in the once a year comprehensive test.

Optional Services*

Training

Operational training is available for any personnel responsible for the administration and operation of the building management systems. If at any time you desire operator training, please contact your Account Executive for information on available training. Johnson Controls has included 16 hours of onsite operational training per year within this proposal in Service Level 2. Service Level 3 includes everything in Level 1 & 2 plus up to four (4) days training at the JCI Learning Institute. Airfare, lodging, meals, and other expenses related to this training to be paid by the customer.

Customer Support

In order to better serve the technical support needs of our valued customers, a dedicated staff of trained professionals in the Johnson Controls 24 hours a day, seven days a week response center, with access through our toll free number at 1-866-862-0454. The critical nature of our customers' facilities makes this a high value service, allowing us to significantly reduce the downtime of your systems. The high standards with which your facility is managed, dictates that we are positioned to provide the fastest and highest level of response. Our highly trained and experienced service team has enabled Johnson Controls to meet this customer challenge.

Consultative Strategies

We offer consultative services focused on strategies, risk analysis, threat assessment, and business continuity planning. Through understanding vulnerabilities of your unique business operations, high risk factors are recognized and addressed proactively to support sustainability of your business. We are able to offer this service at no charge when provided by our local, board certified security management resource Craig Cook, CPP, PSP. Contact us for additional information on our consultative service strategies.

IV. Summary

Once again, Johnson Controls is pleased to submit the following Planned Service Agreement for your review and consideration. We look forward to providing the highest level of professional service. If you have any questions or need additional information, do not hesitate to contact us.

The pricing in this proposal is broken down into three levels of service, based on the information discussed in our pre-bid meeting on December 9, 2013 and the RFP document.

	Annual Fee	Quarterly Invoice			
 Base Contract (4 quarterly visits + repair visits) 	\$29,235	\$7,308.75			
2) Base Contract + 16 hours on-site training per year	\$30,435	\$7,608.75			
3) Level 1 & 2 + JCl Tuition	\$31,930	\$7,982.50			
4) One (1) person, one(1) class Off-Site Training at					
JCI Learning Institute up to 4 days					
(Hotel, Airfare, Meals, and other expenses not inclu-	uded)				

Thank you for the opportunity to propose our services. If you have any questions need additional information, do not hesitate to contact us.

Sincerely,

Craig Cook, CPP, PSP

Craig Cook, CPP, PSP
Senior Account Executive
Security & Fire Safety Solutions
Johnson Controls
14 Woodcross Drive
Columbia, SC 29212

Ph: 803-807-0514 Fax: 803-781-6696 craig.cook@jci.com

EXHIBIT B - SERVICES SCHEDULE OF EQUIPMENT

FIRE & SECURITY SYSTEMS & SERVICES

Contract Scope Modifications and Clarifications

a. Security Equipment

- i. The "Security System Assurance Services" is incorporated to provide scope clarifications to services provided on specific Security System Equipment.
- ii. Special Tools/Equipment to test devices in above 15 feet / high ceiling areas (such as a lift) shall be provided by the customer:

Schedule of Equipment

1) Security System Equipment

i. The Security System Equipment is listed within the "Security System Assurance Services."

SECURITY SYSTEM ASSURANCE SERVICES

FIRE & SECURITY SYSTEMS & SERVICES

66	B	a	S	C	33	(C	0	V	e	r	a	a	e

"Basi	ic" Coverage
	Basic coverage provides a complete program to meet due diligence objectives consistent with industry recommended practices. New NFPA731 guidelines while not widely adopted in most jurisdictions at this time, provide a context requiring periodic validation of security system components. JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the Customer, JCI will suggest appropriate action.
\boxtimes	Functional Test & Inspection (Operational) – JCI will provide Test and Inspection recommended per NFPA 731 on the equipment indicated on the Schedule of Equipment.
	Preventative Maintenance (Comprehensive) – JCI will provide preventative maintenance service on the equipment indicated on the Schedule of Equipment. Preventative maintenance includes diagnostics and minor corrective action (clean, adjust, tighten, lubricate, etc.), in addition to Test & Inspection recommended per NFPA 731.
\boxtimes	Preventive Maintenance Materials – JCI will provide materials necessary to complete JCI's preventive maintenance services.
	Value Added Services – JCI will provide one or more of our value added services to improve or enhance security system documentation, performance, and/or operator competence. Software Upgrade Service Off-Site Database Backup Storage System Programming Assistance Training Custom Service:1542 CFR – Access Control System Certification
\boxtimes	Support Services – JCI will provide system support services for the Customer's listed equipment as identified on the attached Equipment Inventory Listing.
	An Account Representative will be assigned to monitor system performance, and to consult with the Customer on service history and application strategies.
	□ Telephone assistance will be provided to assist the Customer in identifying operational needs, resolving operational problems, etc.
	All problems detected by an operator and recorded in the "System Event Log" will be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action.
"Pre	mium" Coverage
\boxtimes	Repair Labor - During JCI's normal working hours, JCI will provide the On Call Repair Labor as required to restore covered equipment to operating condition, following an equipment failure. Covered equipment is identified on the attached Equipment Inventory Listing.
	Repair Materials - JCI will replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an Equipment Failure. Covered equipment is identified on the attached Equipment Inventory Listing.
\boxtimes	Extended Service - On-site repair services for covered equipment will be extended beyond JCI's normal working hours, in accordance with the Extended Service Option checked below:

24-5-JCI will provide on-site response 24 hours a day, 5 days a week Monday thru Friday (except JCI

24-7-JCI will provide on-site response 24 hours a day, 7 days a week (including holidays).

holidays)

SECURITY SYSTEM ASSURANCE SERVICES

	FIRE & SECURITY SYSTEMS & SERVICES						
	,:3l/.	**************************************	Issue Date	Page: 1 of 1			
	Johnson Controls Tasking Schedule		5-1-2012 Supersedes N/A	File Name			
	Schedule Reference:						
r		T =					
-	Customer: Savannah – Hilton Head International Airport	Contract #:					
	Project: P2000 Security Management System - F	lanned Service Agree	ment (PSA)				
	Review system performance and experiences we Visually Inspect server for physical damage, pro Visually Inspect network switch for physical dam Visually Inspect and Test UPS unit and batteries Test Marathon Redundant Server / Software open Perform P2000 Integration testing with video mat Confirm proper communication with network device Review system error logs and correct P2000 system P2000, and Marathon version Perform P2000 server system clean up as need Visually Inspect P2000 workstations for physical Test workstation performance and correct software Clean device exterior, clean or replace bug screen.	ith owner, users; & ma per connections, and e lage, proper connection is powering P2000 Services eration & perform corre anagement system and vices stem software / hardwans and check for serviced to optimize perform I damage, proper connare / hardware as need	intenance personi environment ns, and environme ver (Replace batte ections as needed if P2000 correction are as needed be packs and/or ver ance and reliability ections, and environded	nel ent ries every 5 yrs) is as needed ersion updates y onment			
	Badging Workstation Hard	tware Maintenance T	asks (Every 4 mo	onths)			
	Visually Inspect camera, lighting, & badge printe Visually Inspect P2000 workstation for physical of Clean device exteriors, clean or replace bug son Perform badge printer cleaning procedure Test workstation performance with camera and Inventory badge printing supplies, coordinate with	damage, proper conne eens, and/or dust filter printer and correct soft	ections, and enviro s on above refere tware / hardware a	nment noed devices as needed			
	Field Hardware & Firmw	are Maintenance Tas	ks (Every 4 mon	ths)			
	Visually Inspect field controller (CK 720 / 721) CPU, reader & I/O Modules, batteries, and connections Confirm proper CK panel operation via LED status lights on CPU, Reader & I/O modules, repair/ replace as needed Visually Inspect power supplies, transformers, & batteries (Replace CK & Power Supply batteries every 3 years) Visually Inspect and Test readers, confirm proper operation, repair/replace as needed (25% tested per quarter) Visually Inspect and Test door position switch, confirm proper operation, repair/replace/adjust as needed (25% / quarter) Visually Inspect and Test REX device, confirm proper operation, repair/replace/adjust as needed (25% / quarter) Clean device exterior and interior from dust & debris & seal from moisture intrusion (25% per quarter) Visually Inspect and Test locking hardware, confirm proper operation, repair/replace/adjust as needed (25% / quarter)						
	Summ	nary Maintenance Tas	iks_				
	Provide and maintain a P2000 Security Manage Provide 24/7/365 Level on-site service with P20 Provide Marathon Everrun FT Software Support Provide P2000 SMS software updates as releas Provide Annual Maintenance Agreement Value Provide basic user / maintenance training during	00 SMS certified techn t Agreement Renewal (sed Report with yearly hist	nicians (Including p (Annually) ony of events, repa	phone and remote support)			

LEARNING COURCES INFORMATION

Security Field Controllers Configuration and Maintenance - 4203

Description:

This course covers operational theory, configuration and maintenance of the CK720, CK721 and S-300 Series Field Controllers and associated devices and terminals.......NOTE: Start and end times are listed in the time zone of your user account, NOT IN THE TIME ZONE OF THE CLASS LOCATIONNOTE: Class ends at 3:30PM local time on the last day.......

Southern California - 4203 - Security Field Controllers Configurationand Maintenance

**In-Person 1 event(s) in Room 1 LA, JC Institute Los Angeles (Cypress, CA) location(s) Instructor(s): Tommy Hoeppner

P2000 Configuration, Operation and Maintenance - 4002

Description:

Baltimore - 4002 - P2000 Configuration, Operation and Maintenance

*In-Person 1 event(s) in Baltimore Area Office Rm 1, JC Institute Baltimore (Sparks, MD) location(s) Instructor(s): Tommy Hoeppner

Southern California - 4002 - P2000 Configuration, Operation and Maintenance

**In-Person 1 event(s) in Room 1 LA, JC Institute Los Angeles (Cypress, CA) location(s) Instructor(s): Tommy Hoeppner

P2000 Operations with Video Imaging - 4223

Description:

This course provides both new and veteran P2000 Operators and Administrators with the skills necessary to successfully administer and operate a P2000 Access Control System with video imaging......NOTE: Start and end times are listed in the time zone of your user account, NOT IN THE TIME ZONE OF THE CLASS LOCATIONNOTE: Class ends at 3:30PM local time on the last day...........

Southern California - 4223 - P2000 Operations with Video Imaging

*In-Person 1 event(s) in Room 1 LA, JC Institute Los Angeles (Cypress, CA) location(s) Instructor(s): Tommy Hoeppner