

**CITY OF NORTH MIAMI
DRONE TRAINING PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

THIS DRONE TRAINING PROGRAM PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2025, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), and **Tree Visual Concepts, LLC d/b/a Drone Training School USA**, a Florida Limited Liability Company, registered and authorized to do business under the laws of the State of Florida, having its principal office at 10062 SW 147TH PL, Miami, FL 33196 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City desires to hire Contractor to provide professional services for the City’s Drone Training Program (“Program”) as it relates to the organization and implementation of the Program; and

WHEREAS, the Contractor possesses all the necessary qualifications, expertise, personnel and resources to perform the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Recitals:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **Scope of Services.** Contractor will provide the following types of instructional services (“Services”) to program participants (“Participants”):
 - a) Title of course/program: Drone Training Program
 - b) Day and hour of program meeting:
 - (1) Saturday, April 19, 2025 and Saturday, April 26, 2025
9:30 a.m. – 6:00 p.m. for a total of two (2) sessions.
 - (2) Various times that will be agreed upon with both the City and the Contractor.
 - c) Location:
 - (1) North Miami Public Library located at 835 NE 132nd Street, North Miami, Florida 33161.
 - (2) Various locations that will be agreed upon with both the City and the Contractor.

3. **Contractor Obligations.**

- a) Contractor has represented to the City that he has the expertise and wherewithal to successfully organize and execute The Program. Contractor has presented a proposal attached as Exhibit "A", which will cover all aspects of a successful program. Contractor understands and agrees that the City's maximum contribution to the program shall be as stated in Paragraph 5 below.
- b) Contractor is responsible for managing, setting up, and executing The Program. City will have no obligation to assist with the planning, development, and execution of The Academy beyond the Library venue and sponsorship dollars.
- c) The Contractor shall contact City's designee supervising the class/program in the event any problem should arise including but not limited to problems with the facility, staff and Enrollees.

4. **Term.** This Agreement shall commence as of the last date signed below (the "Effective Date") and shall continue for one (1) calendar year, unless otherwise terminated pursuant of the terms hereof.

5. **Compensation.** In exchange for Services rendered, the City agrees to pay Contractor Twenty-One Thousand Dollars (\$21,000.00). City will pay Contractor prior to the start of the class. In the event the Program is postponed due to low enrollment, no payment shall be made by City until such time that the Program is rescheduled and enrollment is sufficient.

6. **Enrollment Fees.** All enrollment fees received by the Contractor or the City for the Academy will be disbursed to the City.

7. **Independent Contractor.** The Contractor is deemed to be an independent contractor and not an agent or employee of the City. Accordingly, neither Contractor, nor any of its employees, subcontractors, or representatives shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees.

8. **Termination.** The City may terminate this Agreement, with or without cause, upon ten (10) days written notice.

9. **Minimum Enrollment.** Within one (1) day of the first scheduled class, Contractor shall provide City with a full list of enrollees. If the number of enrollees is equal to or less than ten (10), the start date and execution of The Program will be postponed until enrollment numbers are adequate as agreed upon by Contractor and City.

10. **Notices:** All notices, demands, correspondence and communications between the City

and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Contractor: James Tobon, Registered Agent
Tree Visual Concepts, LLC d/b/a
DRONE TRAINING SCHOOL USA
10062 SW 147TH PL
Miami, FL 33196

City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

With an additional copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

11. **Public Records:** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.
12. **Compliance with Laws:** Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
13. **Indemnification.** The Contractor agrees to defend, indemnify and hold City harmless from any and all claims, demands, suits, losses, costs, expenses or damages which may be asserted, claimed or recovered against or from the City by reason of any damage to property or bodily injury including death, sustained by anyone, and which claim, demand, suit, loss, cost, expense or damage arises out of this Agreement. The Contractor recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily makes this covenant in recognition of the valuable consideration provided by City under this Agreement.
14. **Limitation on Liability.** The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability to Contractor for any cause of action due to an alleged breach by the City or for any action or claim by the Contractor arising from this Agreement, so that its liability be limited to a maximum of One Thousand Dollars (\$1,000.00). Accordingly, the Contractor agrees that the City shall not be liable to the Contractor in an amount in excess of One Thousand Dollars (\$1,000.00), for any action or claim by Contractor arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way

intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

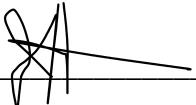
15. **No Assignments.** This is a professional services agreement whereby the City has expressly retained the Contractor. This Agreement is not assignable or transferable in whole or in part.
16. **Applicable Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.
17. **Default.** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement.
18. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by the Parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: 

Print Name: Juliana Alzate

Date: 04-09-2024

Tree Visual Concepts, LLC d/b/a Drone Training School USA, a Florida limited liability company:
“Contractor”

By: 

Print Name: Hames Tobon

Date: 04/09/2025

ATTEST:

By: _____

Vanessa Joseph, Esq.
City Clerk

City of North Miami, a Florida municipal corporation:
“City”

By: _____

Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Jeff P. H. Cazeau
City Attorney

EXHIBIT A



Business Proposal: Drone Training Program for City of North Miami

To: City of North Miami
From: Drone Training School
Date: February 28, 2024
Subject: Drone Training Program

Introduction:

Drone Training School is a leading provider of drone training programs, offering comprehensive instruction to prepare individuals for the FAA Part 107 Remote Pilot Certification exam and equip them with the skills and knowledge to fly drones safely and effectively. We are excited to propose our two-day live training program for interested personnel within the City of North Miami.

Benefits of Our Program:

- **Comprehensive Training:** Our program covers everything needed to pass the Part 107 exam, including airspace regulations, pre-flight procedures, operational limitations, safety measures, and more.
- **Unlimited Support:** Participants receive **unlimited support** from our team after completing the training program. This includes guidance on future drone-related issues and legal procedures within the industry.
- **Lifetime Access:** Unlike other training programs, participants will have **unlimited access** to our training materials for future reference and refresher purposes.
- **Hands-on Experience:** The program includes a **hands-on flying lesson** with various drones, allowing participants to gain practical experience in safe and confident operation.
- **Industry Insights:** We will share valuable information on **finding work opportunities** within the drone industry, potentially saving participants time and money.
-



Program Details:

- Duration: Two-day live class at our facility.
- Content: Covers all Part 107 exam topics and essential drone flying skills.
- Inclusions:
 - Two drone training manuals.
 - A DJI Mini 2 Fly More Combo drone.
 - Basic photography and videography instruction.
 - Hands-on flying lessons with different drones.
 - Guidance on finding work in the drone industry.
- Investment: \$1050 per participant.
- Testimonials: You can review the experiences of our past students by visiting our website: <https://dronetrainingus.com/>

Why Choose Drone Training School :

We offer a comprehensive program that exceeds the requirements of the FAA Part 107 exam. Our instructors are experienced drone pilots and industry professionals, providing participants with valuable insights and real-world knowledge. Additionally, our unlimited support and lifetime access features ensure participants receive ongoing guidance and resources throughout their drone journey.

The Future of the Drone Industry:

The drone market is experiencing **rapid growth**, with analysts predicting a global market value of **over \$100 billion** by 2032. This growth is driven by increasing adoption across various industries, including:

- **Construction:** Drones are used for site inspections, progress monitoring, and aerial photography.
- **Public safety:** They are employed for search and rescue operations, fire inspections, and traffic monitoring.

- **Agriculture:** Drones are utilized for crop monitoring, spraying, and irrigation management.
- **Delivery:** Drone delivery services are becoming increasingly popular for last-mile deliveries.



By investing in drone training, City of North Miami can position itself to **capitalize on the potential of this booming industry**. Drones can be used to enhance efficiency, safety, and cost-effectiveness across various city operations.

Next Steps:

We would be happy to discuss this proposal in further detail and answer any questions you may have. Please feel free to contact us at 786-314-4224 or schedule a meeting at your convenience.

We are confident that our drone training program will equip City of North Miami personnel with the necessary skills and knowledge to utilize drones safely, efficiently, and effectively in support of your city's operations.

Thank you for your time and consideration.

Sincerely,
James Tobon
President
Drone Training School

INVOICE



Tree Visual Concepts LLC
7863144224
10062 sw 147th Place
Miami, FL 33196
United States
<http://dronetrainingus.com/>

Billed to

City Of North Miami
7868316861
jdorvil@northmiamifl.gov
776 NE 125th ST
North Miami, Florida 33161
United States

Invoice No

INV-000031

Issue Date

March 10, 2025

Due Date

March 24, 2025

Pay \$21,000.00

ITEM NAME	SUBTOTAL
Government Drone Program-Part 107 test prep \$1,050.00 x 20	\$21,000.00
Subtotal	\$21,000.00
Amount Due (USD)	\$21,000.00

Terms & Notes:

- **Please Read our Terms.**
- **Payment Due Date:** Full payment is required before the start of the class or training session.
- **Cancellation Policy:** Cancellations made within 48 hours of the service will incur a non-refundable 10% transaction fee. Cancellations within 24 hours will be charged 25% of the total fee.
- **No Refund Policy:** No refunds will be issued after the completion of training or classes.
- **Rescheduling:** Rescheduling is available at no additional cost if requested 48 hours in advance.

- **Payment Methods:** We accept credit card, bank transfer, PayPal, Klarna, and Afterpay for installment payments.

Safety is # 1. Priority Because we understand the precautions of filming events and flying drones. This is why we have a rigorous standard on every job, with many years of experience working on different projects, we have the ability to perform well in different environments!