



City of South Pasadena

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A G E N D A

AGENDA MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, APRIL 7, 2026
COMMISSION CHAMBERS 9:00 A.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

PROPOSED AGENDA FOR THE TUESDAY, APRIL 14, 2026 REGULAR COMMISSION MEETING

DISCUSSION ITEMS

PUBLIC HEARING

NONE

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF MARCH 2026 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, MARCH 3, 2026; ADMINISTRATIVE WORKSHOP, MARCH 3, 2026; REGULAR COMMISSION MEETING, MARCH 10, 2026; ADMINISTRATIVE WORKSHOP, MARCH 17, 2026.

AGENDA MEETING
TUESDAY, APRIL 7, 2026 - 9:00 A.M.

NEW BUSINESS

2. MOTION - TO AUTHORIZE MAYOR PENNY TO EXECUTE MATERIALS RELEASE AGREEMENT WITH 72 FILMS FOR USE OF FOOTAGE FROM HURRICANE HELENE AND HURRICANE MILTON - PENNY.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

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CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	04/01/2026
Resolution:	Agenda Meeting Date:	04/07/2026
Motion: X	Regular Meeting Date:	04/14/2026
Information Only	Submitted By:	MAYOR PENNY
No Action Needed:	Written By:	
Discussion:		

Subject Title: (If Ordinance or Resolution, state number and title in full.)

TO EXECUTE MATERIALS RELEASE AGREEMENT WITH 72 FILMS

Motion Proposed:

TO AUTHORIZE MAYOR PENNY TO EXECUTE MATERIALS RELEASE AGREEMENT WITH 72 FILMS FOR USE OF FOOTAGE FROM HURRICANE HELENE AND HURRICANE MILTON.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

Owner:		
Contact Details:	<u>Email address:</u>	
	<u>Phone number:</u>	
Exhibitors:	The Programs' financiers, distributors and exhibitors, and their respective parents, affiliates, subsidiaries, partners, licensees, agents, representatives, officers, directors, employees, successors and assigns (including National Geographic Partners, LLC, The Walt Disney Company and its associated entities).	
Producer:	72 Films Ltd, and their respective parents, affiliates, subsidiaries, partners, agents, representatives, officers, directors, employees and successors.	
Programs:	Audio-visual programs that the Producer intends (but does not undertake) to produce currently known as "MEGASTORM" (working title subject to change at the Producer's discretion).	
Programs Description:	The following, as a general guide: MEGASTORM is a documentary series about some of the most severe weather occurrences in recent history and the people who lived through them. Each episode focuses on a different weather event, such as major hurricanes, damaging tornadoes, or devastating wildfires. All told through the perspectives of those who experienced them first hand.	
Materials:	Video of search and rescue operations in South Pasadena during Hurricane Helene. https://www.facebook.com/watch/?v=1969260533486633 https://www.facebook.com/watch/?v=499583476304704	

- The Owner hereby irrevocably and unconditionally grants the Producer the non-exclusive right (but not the obligation) to edit, modify, adapt, subtitle and/or dub into all languages and use and include the Materials in the Programs (or any part thereof, and in any manner as the Producer sees fit) and to exploit the Programs (or any part thereof) containing all or any part of the Materials in any and all media now known or hereafter devised and in any and all languages and for an unlimited number of times throughout the world for the full period of copyright (and all extensions) and thereafter in perpetuity or for the longest period permitted at law ("the Rights"). For the avoidance of doubt, it is acknowledged that the Owner retains ownership of the copyright of the Materials, subject only to Rights being granted which does not transfer copyright of the Materials to the Producer. The Owner does not consent or grant to Producer or its successors, licensees, or assigns, any right or authority to use or portray Owner in any manner that would, in the good faith judgement of Owner, disparage Owner or be detrimental in any material response to Owner's reputation, public purpose, or which would negatively impact the provision of public services by Owner.
- The Owner agrees that all rights of approval or inspection or notification of any use of or right to receive copies of the Programs, and all 'moral rights' (and rights to take any actions in respect of these) are waived. The Owner gives and grant all consents as may be required (and warrants that the Owner has the right to grant such rights and give such consents on the Owner's own behalf and on behalf of any third parties as may be in the Materials without liability, notice, reference or account to any third party) and the Owner (subject only to payment of the Materials Fee to the Owner) warrants that the Producer and the Exhibitors shall have the full and unfettered right (but without the obligation) to exploit the Rights (or any part thereof).
- Payment of the Materials Fee shall be subject to the Producer actually including the Materials in the Programs. The Producer undertakes to notify the Owner in the event the Materials are included in the Programs and the Owner may at any time thereafter invoice the Producer for the Materials Fee, which Materials Fee shall be paid on the later of: (i) 30 days from the Producer's receipt of a valid invoice (containing Owner's bank details for online transfer), and (ii) first broadcast (of the last episode where applicable) of the Programs. Reasonable proof that the Producer has made payment in accordance with the bank details supplied on the Owner's invoice shall be a full and complete discharge of the Producer's payment obligations to the Owner. For the avoidance of doubt, in the event that the Materials are not used in the Programs, the Materials Fee shall not be payable and this Agreement shall terminate.
- The Owner warrants that (i) the Owner is fully authorised and entitled to enter into and fully perform this Agreement and to grant the Rights to the Producer, and (ii) the Producer's exploitation of the Rights shall not require permission from or payment to any third party, and shall not infringe the copyright or any other rights of any third party.
- The Owner hereby releases Producer (and the Exhibitors and the Producer's and Exhibitor's respective licensees and assigns) from all claims and indemnifies and shall keep the Producer (and the Exhibitors and the Producer's and Exhibitor's respective licensees and assigns) indemnified, from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses directly suffered by the Producer (and/or the Exhibitors and/or the Producer's and Exhibitor's respective licensees and assigns) arising out of any breach, non-performance or non-observance of any warranties, representations, undertakings and agreements of the Owner. However, nothing contained herein shall be construed as a waiver of any defenses, immunities or limitations of liability afforded to Owner including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes.
- The Owner agrees that the Materials (or any part of them or the contents thereof) may (at the Producer's discretion) be used in all media without restrictions or limitations for promotion, marketing, publicity, support and advertising of the Programs (including without limitation, trailers and on-air promotions) and/or Exhibitors (including without limitation, promoting its availability on products and/or services capable of exhibiting the Programs,) and/or in/for supporting content or clips (for social media or other uses) and/or in relation to exploitation of ancillary rights (including, without limitation, merchandise, books, etc.). and may (at the Producer's discretion) be used in/in relation to any and all versions and reversions, advertisements and recaps for and of the Programs, all as may ever be produced at the Producer's and Exhibitors' discretion, and all of the foregoing deemed within the Rights.
- The Owner agrees that neither the Owner nor any third party will be paid any money (other than the Materials Fee payable to the Owner if Materials are included in the Programs) or expenses in respect of the rights, benefits and consents assigned and granted by the Owner to the Producer and in respect of any and all permitted uses of the Materials and Programs as the Producer and/or the Exhibitors may thereafter make or use.

72 Films

8. The Owner acknowledges and agrees that the Programs (including the premise and concept of the Programs) and potential use of the Materials in the Programs and this Agreement and matters relating to it and any information about the Producer and/or Exhibitors not widely known to the general public are all deemed to be confidential information and undertakes not to share or communicate such confidential information with and/or to any third party (including without limitation on social media) at any time except as may be required by law or court order including but not limited to Article I, Section 24 of the Florida constitution and/or Chapter 119, Florida Statutes.
9. The Owner agrees not to issue any press, press releases or other public statements (including without limitation on social media) or speak to the press about the Programs, the Owner's or Material potential involvement in the Programs, or the Producer or the Exhibitors without the Producer's prior written permission in each instance.
10. The Owner acknowledges that production/origination credit is at the sole discretion of the Exhibitors. Without prejudice to the foregoing, subject to the approval and the prevailing credit guidelines of the Exhibitors, the Materials may at the Producer's discretion be credited in an appropriate part of the Programs credits in a style, form, size and position determined by the Producer. The Owner agrees that any failure to accord production credit shall not be deemed to be a breach of this Agreement by the Producer or Exhibitors.
11. The Owner undertakes not at any time to use the names and/or logo of the Producer or the Programs or the Exhibitors or persons and entities associated with the foregoing at any time or for any reason without the Producer's express prior written approval, nor to promote the Owner and/or the Materials and/or any third party with reference to any of the foregoing.
12. The Owner agrees that in the event of any breach of this Agreement by the Producer that the Rights shall not be terminated or impacted and that damages shall be an adequate remedy and that the Owner shall not be permitted to injunct or restrain the exploitation of the Programs (or any other related content) or use of the Materials in and in relation to the Programs.
13. The Owner agrees promptly on request do all further acts and execute all further documents as may be required by the Producer to vest in or further assure to the Producer the rights expressed to be granted to the Producer by the Owner in this Agreement and/or to facilitate the efficient operation of this Agreement or exploitation of the Programs and related rights and/or to comply with any Exhibitors requirements prevailing from time to time.
14. No term or condition of this Agreement shall confer or be construed as conferring any right on any third party save that the Exhibitors shall have the right (but not the obligation) to directly enforce any of the provisions of this Agreement.
15. Nothing in this Agreement shall constitute an undertaking by the Producer to produce the Programs or to include any of (or any particular part of) the Materials in the Programs and the Producer (and for the avoidance of doubt, the Exhibitors) shall have no liability in this regard.
16. The Owner acknowledges that the Producer has full and complete editorial and commercial control of the Programs (subject only to the Exhibitors' editorial control) and such control includes, without limitation, determining the title and content of the Programs and the manner in which the Materials are included (if included) in whole or in part.
17. This Agreement, agreed as the whole and complete agreement between the Producer and the Owner with regard to its subject matter (superseding all prior communications and statements), is a legally binding agreement and may only be varied in writing by both the Producer and the Owner and is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.
18. The Owner acknowledges and agrees that the Producer will hold and process any Personal Data in accordance with the Producer's Privacy and Data Policy which can be found here: <https://www.72films.com/privacy-policy>
19. The Owner acknowledges and agrees that the Rights and this Agreement are freely assignable and sub-licensable by Producer (to the Exhibitors and by the Exhibitors) and any purported assignments by the Owner shall be void.
20. The Owner hereby indemnifies and shall hold the Producer and the Exhibitors harmless from and against any and all third-party claims, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees) arising out of or in connection with the Owner being in breach of this Agreement (including without limitation, any of the warranties and obligations set out in this Agreement). However, nothing contained herein shall be construed as a waiver of any defenses, immunities or limitations of liability afforded to Owner including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes.
21. Execution of this Agreement by electronic means (only where agreed by Producer and on forms/platforms that are approved by the Producer, DocuSign being pre-approved) and/or way of exchange of signed and scanned PDF copies shall be an acceptable form of execution of this Agreement.
22. In consideration of the Materials Fee, sufficiency of which being hereby acknowledged by the Owner for the Rights and all expenses as the Owner may incur to deliver Materials and in all other respects, the Owner is entering into this Agreement with the Producer.

ACCEPTED AND AGREED FOR PRODUCER	ACCEPTED AND AGREED BY OWNER
Sign here →.....	Sign here →.....
Print Name:	Print Name:
Date of signature:	Date of signature:

Attest:

City Clerk

Approved as to form:

City Attorney