

RESOLUTION 24-3-2

**APPROVING AND AUTHORIZING THE EXECUTION OF
THE MATERIALS LICENSE AGREEMENT BETWEEN
ARROW INTERNATIONAL MEDIA LTD.
AND
THE VILLAGE OF WAYNESFIELD, OHIO
AND
DECLARING AN EMERGENCY**

WHEREAS, the Village Chief has been contacted by Arrow International Media Ltd. regarding its desire to receive certain public records, namely body-cam footage and related documents surrounding a high speed chase to use for television production, working title (subject to change), "High Speed Chase Series 2; and

WHEREAS, the television production is a true crime documentary series produced for the US channel Investigation Discovery which shines the spotlight on the most compelling police pursuits across America, caught on camera, and featuring real testimony from the officers involved.

NOW, THEREFORE, THE VILLAGE OF WAYNESFIELD HEREBY RESOLVES as follows:

SECTION I. While a License Agreement is not necessary, as the requested records are public records, the Village desires to enter into the Materials License Agreement, attached as Exhibit A, as Arrow International Media Ltd. has a stated business practice of requesting execution of the agreements in advance of production.

SECTION II. Execution of the Materials License Agreement will shine light on the exceptionally police work performed by the Village Police Department to a national audience.

SECTION III. All required Village officials are hereby authorized to execute the Materials License Agreement, attached as Exhibit A, including the Mayor, Clerk and Solicitor.

SECTION IV: This resolution protects the health, safety, and welfare of the American public by allowing Arrow International Media Ltd. to produce and air the Program, which exemplifies proper, constitutional police work.

SECTION V: It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

SECTION VI: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the Village of Waynesfield and the United States, specifically to allow for the immediate production of the Program to permit

viewers to observe proper policing in the context of a high-speed chase. This Ordinance shall go into immediate effect provided that it receives two thirds vote of all members of Village Council.

Passed in Council this 25 day of March, 2024.



Rodney Luma, Mayor

ATTEST: Sarah Montgomery
Sarah Montgomery, Fiscal Officer

APPROVED:

Approved as to form this 25 day of March, 2024.



Lynnette Dinkler, Esq.
Village Solicitor

I, Sarah Montgomery clerk of the Village of Waynesfield, do hereby certify that Res. 24-3-2 was published by posting for fifteen days at:

1. <u>Facebook</u>	2. <u>Website</u>
3. <u>Library</u>	4. <u>Municipal Building</u>
5. <u>Post Office</u>	

from the 11 day of April 2024
to the 26 day of April 2024
for no less than a period of fifteen days.

Sarah Montgomery Clerk

I, Sarah Montgomery clerk of the Village of Waynesfield, do hereby certify that the foregoing is a true and copy of RES. No 24-3-2 as passed by the legislative authority on the 25 day of March 2024

Sarah Montgomery Clerk

17-18 Margaret Street
London W1W 8RP

T +44 2074896300

E info@arrowmedia.com



MATERIALS LICENSE AGREEMENT

Date:

03-25-2021

Licensor:

The Village of Waynesfield, Ohio ("You", Licensor")

Licensee:

ARROW INTERNATIONAL MEDIA LTD. (including its parents, affiliates, successors, licensees and assigns) ("Licensee")

Licensed Material:

Public Records: An officer's dash cam footage of the pursuit. (the "Material")

Program:

"High Speed Chase Series 2 (w/t)" (including, without limitation, any re-edited, reformatted, digital cut-downs or compilation versions thereof and any related podcasts and/or other projects and previous and subsequent series (the "Program").

Program Synopsis:

"High Speed Chase Series 2 (w/t)" is a true crime documentary series produced for the US channel Investigation Discovery which shines the spotlight on the most compelling police pursuits across America, caught on helicopter cam, dash cam and bodycam, and featuring real testimony from the officers involved.

In exchange for good and valuable consideration (receipt and sufficiency of which is acknowledged), including the opportunity for the Material to appear in the Program, it is agreed as follows:

You hereby grant to Licensee the non-exclusive and irrevocable right, but not the obligation, to use all or any part of the Material solely in connection with the Program (as defined above), without restriction, in any media whatsoever (the "Media"), throughout the world, in perpetuity. You permit Licensee to record, copy, cut, manipulate, edit, dub, subtitle, reproduce, broadcast, transmit and perform all the Material in connection with the production, exploitation, promotion or/and advertising of the Program as required and all extensions and renewals thereof by all means and in all Media.

Licensee acknowledges that You shall remain the exclusive owner of the Material and all rights not expressly granted to Licensee hereunder are reserved to Licensor.

You acknowledge that the Licensee shall be the exclusive owner of all rights in the Program and that the Licensee shall have the right to assign or license those rights without restriction.

You warrant that you are the sole owner of all rights in the Material and have the sole right and authority to grant this permission and that the Licensee may use the Material without further payment to, or being in violation of the rights of, any other third party. Further, Licensor shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Agreement, and Licensor's only remedy in the event of a breach shall be to seek damages.

You understand that Licensee is not obligated to include the Material in the Program.

This Agreement constitutes the final and entire agreement between the parties. This Agreement shall be governed by and construed under the laws of New York State.

A facsimile of any signature below will be deemed an original signature for all purposes.

(signature page overleaf)

17-18 Margaret Street
London W1W 8RP

T +44 2074896300

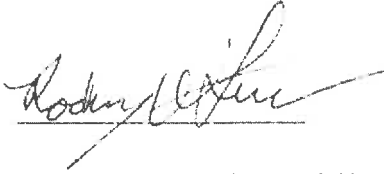
E info@arrowmedia.com



AGREED AND ACCEPTED:

LICENSOR ("You")

LICENSEE



Rodney Luma, Village of Waynesfield Mayor

Name: _____

Email address: wpl900@bright.net

Title: _____

Telephone number: 419-204-4953

Date: _____

Address: 300 North Westminster Street,
Waynesfield, Ohio 45896, USA

Date: 3/25/24

Approved as to Legal Form:



Lynnette Dinkler

Village of Waynesfield Solicitor

Date: 3/26/2024

